

# **EXHIBIT 1**

**[REDACTED EXHIBIT 1 TO  
DECLARATION OF CARI DAWSON]**

March 01, 2021

1

Page 1

1  
2 IN THE UNITED STATES DISTRICT COURT  
3 FOR THE WESTERN DISTRICT OF WASHINGTON  
4 AT TACOMA  
Case No: 3:19-CV-06025-BJR

5 -----  
6 WILLIAM T. WHITMAN,  
7 individually and on behalf  
8 of all others similarly situated,

9 Plaintiffs,

10 -versus-

11 STATE FARM LIFE INSURANCE COMPANY,  
12 an Illinois corporation,

13 Defendants.  
14 -----

15 VOLUME I

16 TRANSCRIPT DESIGNATED CONFIDENTIAL

17 TRANSCRIPT OF VIDEOTAPED ZOOM DEPOSITION OF

18 WILLIAM T. WHITMAN

19 Transcript of the stenographic notes  
20 of the proceedings in the above-entitled matter, as  
21 taken by and before TAB PREWETT, a Registered  
22 Professional Reporter, a Certified Shorthand  
23 Reporter, a Certified LiveNote Reporter, and Notary  
24 Public, held with all parties present via Zoom  
25 videoconference, on Monday, March 1, 2021,  
commencing at 10:05 a.m. EST.

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2 to 5

Page 2	Page 4
<p>1</p> <p>2 A P P E A R A N C E S:</p> <p>3</p> <p>4</p> <p>5 STINSON LLP</p> <p>6 BY: JEREMY A. ROOT, ESQ.</p> <p>7 50 South Sixth Street, Suite 2600</p> <p>8 Minneapolis, Minnesota 55402</p> <p>9 Attorneys for the Defendant</p> <p>10 State Farm Life Insurance Company</p> <p>11 612-335-1894</p> <p>12 jeremy.root@stinson.com</p> <p>13</p> <p>14 ALSTON &amp; BIRD LLP</p> <p>15 BY: CARI DAWSON, ESQ.</p> <p>16 One Atlantic Center</p> <p>17 1201 Peachtree Street, Suite 4900</p> <p>18 Atlanta, Georgia 30309-3424</p> <p>19 Attorneys for the Defendant</p> <p>20 State Farm Life Insurance Company</p> <p>21 404-881-7000</p> <p>22 cari.dawson@alston.com</p> <p>23</p> <p>24</p> <p>25</p>	<p>1</p> <p>2</p> <p>3 SARRAF GENTILE</p> <p>4 BY: RONEN SARRAF, ESQ.</p> <p>5 14 Bond Street Number 212</p> <p>6 Great Neck, New York 11021</p> <p>7 Attorneys for the Plaintiffs</p> <p>8 ronen@sarrafgentile.com</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13 Also Present:</p> <p>14</p> <p>15</p> <p>16 Carissa Narciso, Videographer</p> <p>17 US Legal</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>
Page 3	Page 5
<p>1</p> <p>2 ALSTON &amp; BIRD LLP</p> <p>3 BY: DAVID C. WOHLSTADTER, ESQ.</p> <p>4 90 Park Avenue</p> <p>5 New York, New York 10016-1387</p> <p>6 Attorneys for the Defendant</p> <p>7 State Farm Life Insurance Company</p> <p>8 212-210-9400</p> <p>9 david.wohlstadter@alston.com</p> <p>10</p> <p>11</p> <p>12 STUEVE SIEGEL HANSON</p> <p>13 BY: MATTHEW W. LYTLE, ESQ.</p> <p>14 DAVID A. HICKEY, ESQ.</p> <p>15 406 Nichols Road, Suite 200</p> <p>16 Kansas City, Missouri 64112</p> <p>17 Attorneys for the Plaintiffs</p> <p>18 mlytle@millerschirger.com</p> <p>19 hickey@stuevesiegel.com</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>	<p>1 William Whitman - Confidential</p> <p>2 P R O C E E D I N G S</p> <p>3 THE VIDEOGRAPHER: We are now on the</p> <p>4 record. Participants should be aware that</p> <p>5 this proceeding is being recorded and, as</p> <p>6 such, all conversations held will be recorded</p> <p>7 unless there is a request and agreement to go</p> <p>8 off the record. Private conversations and/or</p> <p>9 attorney/client interactions should be held</p> <p>10 outside the presence of the remote interface.</p> <p>11 For the purpose of creating a</p> <p>12 witness-only video recording, the witness is</p> <p>13 being spotlighted or locked on all video</p> <p>14 screens while in speaker view. We ask that</p> <p>15 the witness not remove the spotlight setting</p> <p>16 during the deposition as it may cause other</p> <p>17 participants to appear on the final video,</p> <p>18 rather than just the witness.</p> <p>19 For anyone who doesn't want the</p> <p>20 witness's video to take up the large part of</p> <p>21 your screen, you may click the gallery view</p> <p>22 button in the upper right corner of the remote</p> <p>23 depo interface.</p> <p>24 This is the remote video-recorded</p> <p>25 deposition of William Whitman being taken by</p>

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6 to 9

<p style="text-align: right;">Page 6</p> <p>1 William Whitman - Confidential</p> <p>2 counsel for the defendant. Today is Monday,</p> <p>3 March 1st, 2021. The time is now 10:05 a.m.</p> <p>4 Eastern time. We are here in the matter of</p> <p>5 William Whitman versus State Farm Insurance</p> <p>6 Company.</p> <p>7 My name is Carissa Narisco, remote</p> <p>8 video technician on behalf of US Legal Support</p> <p>9 located at 90 Broad Street, Suite 603,</p> <p>10 New York, New York 10004. I am not related</p> <p>11 to any party in this action, nor am I</p> <p>12 financially interested in the outcome.</p> <p>13 At this time, will the reporter,</p> <p>14 Tab Prewett, on behalf of US Legal Support,</p> <p>15 please enter the statement for remote</p> <p>16 proceedings into the record.</p> <p>17 THE REPORTER: The attorneys</p> <p>18 participating in this deposition acknowledge</p> <p>19 that I am not physically present in the</p> <p>20 deposition room and that I will be reporting</p> <p>21 this deposition remotely, pursuant to Federal</p> <p>22 Rule of Civil Procedure 29. They further</p> <p>23 acknowledge that, in lieu of an oath</p> <p>24 administered in person, the witness will</p> <p>25 verbally declare his testimony in this matter</p>	<p style="text-align: right;">Page 8</p> <p>1 William Whitman - Confidential</p> <p>2 and all other purposes allowed under the Federal</p> <p>3 Rules of Civil Procedure.</p> <p>4 Have you ever been deposed before?</p> <p>5 <b>A Yes.</b></p> <p>6 Q How many times have you been deposed?</p> <p>7 <b>A Once.</b></p> <p>8 Q What matter were you deposed in?</p> <p>9 <b>A I witnessed an automobile accident.</b></p> <p>10 Q How long ago did you give that</p> <p>11 deposition?</p> <p>12 <b>A Approximately, ten years.</b></p> <p>13 Q I'll go over some ground rules since</p> <p>14 it's been ten years since your last deposition.</p> <p>15 First of all, let me ask you:</p> <p>16 Are you on any medications that would</p> <p>17 affect your ability to testify today?</p> <p>18 <b>A No.</b></p> <p>19 Q During the deposition, I will ask you</p> <p>20 questions, and I request that you wait until I</p> <p>21 finish asking my questions before you answer so</p> <p>22 we're not talking over each other. Is that</p> <p>23 agreeable?</p> <p>24 <b>A Yes.</b></p> <p>25 Q I'll also request that you answer</p>
<p style="text-align: right;">Page 7</p> <p>1 William Whitman - Confidential</p> <p>2 is under penalty of perjury.</p> <p>3 The parties and their counsel consent</p> <p>4 to this arrangement and waive any objections</p> <p>5 to this manner of reporting. Please indicate</p> <p>6 your agreement by stating your name and your</p> <p>7 agreement on the record.</p> <p>8 MR. LYTLE: Matthew Lytle on behalf of</p> <p>9 the plaintiff. I agree.</p> <p>10 MS. DAWSON: Cari Dawson on behalf of</p> <p>11 State Farm Life Insurance Company. I agree.</p> <p>12 THE REPORTER: Will the witness please</p> <p>13 show his photo identification to the camera.</p> <p>14 (Witness presented government-issued</p> <p>15 identification and verified his identity.)</p> <p>16 W I L L I A M W H I T M A N,</p> <p>17 residing in New Canaan, Connecticut,</p> <p>18 having been sworn by the remote notary public to</p> <p>19 testify to the truth, testified as follows:</p> <p>20 DIRECT EXAMINATION</p> <p>21 BY MS. DAWSON:</p> <p>22 Q Good morning, Mr. Whitman. My name is</p> <p>23 Cari Dawson, and I represent State Farm Life</p> <p>24 Insurance Company. This will be your deposition</p> <p>25 taken pursuant to notice for purposes of discovery</p>	<p style="text-align: right;">Page 9</p> <p>1 William Whitman - Confidential</p> <p>2 orally, which you're already doing. So that means</p> <p>3 no "um-hum"s or "hum-hum" -- just "yes" or "no." Is</p> <p>4 that agreeable?</p> <p>5 <b>A Yes.</b></p> <p>6 Q Let me know if you need me to repeat a</p> <p>7 question because you did not hear it clearly. Also,</p> <p>8 let me know if you need me to rephrase a question</p> <p>9 because you don't understand.</p> <p>10 Is that agreeable?</p> <p>11 <b>A Yes.</b></p> <p>12 Q And if you respond, Mr. Whitman, I'm</p> <p>13 going to assume that you understood my question.</p> <p>14 Is that agreeable?</p> <p>15 <b>A Yes.</b></p> <p>16 Q We'll take breaks throughout the day.</p> <p>17 If you need to take a break, let me know. This is</p> <p>18 not a marathon, and obviously people need to go to</p> <p>19 the restroom and things like that. So I'll try to</p> <p>20 take breaks about every hour.</p> <p>21 The only rule associated with that is,</p> <p>22 if I've asked a question, you need to answer that</p> <p>23 question before going on break.</p> <p>24 Is that agreeable?</p> <p>25 <b>A Yes.</b></p>

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10 to 13

<p style="text-align: right;">Page 10</p> <p>1 William Whitman - Confidential</p> <p>2 Q Mr. Whitman, we sent you and your</p> <p>3 counsel a notebook of exhibits. Do you have that</p> <p>4 with you this morning?</p> <p>5 A Yes.</p> <p>6 Q So we'll be utilizing that, but I did</p> <p>7 want to let you and your counsel know that there are</p> <p>8 some additional exhibits not in the notebook that we</p> <p>9 will be utilizing today; and those exhibits will be</p> <p>10 introduced via my colleague David Wohlstadter.</p> <p>11 And there is functionality through the</p> <p>12 remote deposition that allows my colleague David to</p> <p>13 drop the exhibit into a chat box; and then you will</p> <p>14 be able to download that and open it and review it.</p> <p>15 Everyone will be able to do so.</p> <p>16 So what I'm going to ask David to do,</p> <p>17 just to make sure there aren't any issues, is to go</p> <p>18 ahead and put into that chat box Deposition Exhibit</p> <p>19 Number 1, which you do have a hard copy of. But</p> <p>20 this is just practice to make sure there aren't any</p> <p>21 issues.</p> <p>22 So you should see now that</p> <p>23 David Wohlstadter has shared a file in the chat</p> <p>24 function. And if you open up the chat function, you</p> <p>25 should be able to download the document. So why</p>	<p style="text-align: right;">Page 12</p> <p>1 William Whitman - Confidential</p> <p>2 So now we know that the chat function</p> <p>3 works. We're not going to utilize that anytime</p> <p>4 soon, but I just wanted to make certain that you</p> <p>5 were comfortable with it and it was working with</p> <p>6 your technology. Okay?</p> <p>7 A Okay.</p> <p>8 Q Mr. Whitman, can you please tell me</p> <p>9 your full name, so first, middle and last name?</p> <p>10 A William Thomas Whitman.</p> <p>11 Q How old are you today, Mr. Whitman?</p> <p>12 A 40.</p> <p>13 MR. LYTLE: Counsel, if I may, before</p> <p>14 we go any further. I meant to do this before</p> <p>15 we get started. Pursuant to the protective</p> <p>16 order, we would like to deem the -- the</p> <p>17 entirety of the transcript confidential</p> <p>18 pending our specific confidentiality</p> <p>19 designations within 15 days after receipt of</p> <p>20 the transcript.</p> <p>21 I just wanted to make sure that we</p> <p>22 went on the record with that, and I apologize</p> <p>23 for interrupting your flow. I meant to do</p> <p>24 that before we got started.</p> <p>25 (Transcript marked confidential.)</p>
<p style="text-align: right;">Page 11</p> <p>1 William Whitman - Confidential</p> <p>2 don't you take a moment to do that and make sure</p> <p>3 there aren't any issues.</p> <p>4 (Exhibit No. Defendant's 1, Amended</p> <p>5 Notice of Deposition to Plaintiff William T.</p> <p>6 Whitman, Document is marked by the reporter</p> <p>7 for identification.)</p> <p>8 A Okay. I have the document up. It's</p> <p>9 Exhibit -- Defendant's Exhibit 1.</p> <p>10 Q And have you seen this document</p> <p>11 before?</p> <p>12 A Yes, I believe so.</p> <p>13 Q And when did you see it?</p> <p>14 A I don't know the exact date.</p> <p>15 Can you rephrase the question?</p> <p>16 Q Sure. Did you see this exhibit prior</p> <p>17 to your deposition this morning?</p> <p>18 A Yes.</p> <p>19 Q And did you see it in connection with</p> <p>20 getting ready for this deposition?</p> <p>21 A Give me one minute to review, please.</p> <p>22 I believe so. I believe my attorney</p> <p>23 sent me the documents to review, and I believe I did</p> <p>24 receive this in preparation for the -- for today.</p> <p>25 Q That's fine.</p>	<p style="text-align: right;">Page 13</p> <p>1 William Whitman - Confidential</p> <p>2 MS. DAWSON: No, that's not a problem,</p> <p>3 Mr. Lytle. That's agreeable.</p> <p>4 MR. LYTLE: Thank you.</p> <p>5 [REDACTED]</p> <p>6 [REDACTED]</p> <p>7 Q Have you gone by any other names,</p> <p>8 Mr. Whitman?</p> <p>9 A Yes.</p> <p>10 Q What other names have you gone by?</p> <p>11 A Bill.</p> <p>12 Q Any other names?</p> <p>13 A Yes.</p> <p>14 Q And what is that?</p> <p>15 A Billy.</p> <p>16 Q Okay. Any other names?</p> <p>17 A No.</p> <p>18 Q Where were you born?</p> <p>19 A Tacoma, Washington.</p> <p>20 Q I'd like to talk about your</p> <p>21 educational background.</p> <p>22 Did you finish high school?</p> <p>23 A Yes.</p> <p>24 Q What high school did you attend?</p> <p>25 A Foss High School.</p>

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14 to 17

Page 14		Page 16	
1	William Whitman - Confidential	1	William Whitman - Confidential
2	Q When did you graduate?	2	A Yes.
3	A 1998.	3	Q What jobs did you have while you were
4	Q After graduating high school, what, if	4	a student?
5	anything, did you do in connection with furthering	5	A I was an entrepreneur.
6	your education?	6	Q Let's go to the time while you were at
7	A College.	7	the University of Washington.
8	Q What college did you attend?	8	When you say you were an
9	A University of Washington.	9	"entrepreneur," can you please describe for me what
10	Q What years were you at the University	10	was your business?
11	of Washington?	11	A Developed a media -- it was a media
12	A 2000 to 2004.	12	company.
13	Q Did you graduate?	13	Q What was the name of your media
14	A Yes.	14	company?
15	Q What was your degree in?	15	A Nuvention.
16	A Philosophy.	16	Q Can you spell that?
17	Q Did you graduate in 2004?	17	A N-u-v-e-n-t-i-o-n.
18	A Yes.	18	Q What did Nuvention do?
19	Q Did you have a minor?	19	A We developed products to identify
20	A No.	20	patent data relevant to certain fields.
21	Q After finishing the University of	21	Q Were you a sole proprietor of
22	Washington, did you do anything else to further your	22	Nuvention, or did you have business partners or
23	education?	23	business colleagues that you worked with?
24	A No.	24	A A business partner.
25	Q While at the University of Washington,	25	Q Who was your business partner?
Page 15		Page 17	
1	William Whitman - Confidential	1	William Whitman - Confidential
2	did you take any cases -- excuse me -- any classes	2	A William Shields.
3	in finance?	3	Q Can you spell William Shields' last
4	A No.	4	name for me?
5	Q While attending the University of	5	A S-h-i-e-l-d-s.
6	Washington, where did you live?	6	Q Who was William shields?
7	A Seattle.	7	A A friend.
8	Q Did you live on campus or in an	8	Q How do you know William Shields?
9	apartment?	9	A I did computer consulting for his
10	A In an apartment.	10	office.
11	Q And where was that located, if you	11	Q What office was that?
12	recall?	12	A It was a medical office.
13	A Near campus. I don't recall the	13	Q What did Mr. Shields do at the medical
14	address.	14	office?
15	Q I'd like to ask you about your job	15	A He was a doctor.
16	history.	16	Q So he's Dr. William Shields?
17	After finishing the University of	17	A Yes.
18	Washington, did you have a job?	18	Q What type of medicine does Dr. William
19	A Yes.	19	Shields practice?
20	Q What job did you have after you	20	A Ophthalmology.
21	completed the University of Washington?	21	Q How did you and Dr. Shields meet?
22	A I was a -- I was an entrepreneur.	22	A I was hired to do computer support for
23	Q Before completing the University of	23	his medical office.
24	Washington, did you have any jobs while you were a	24	Q When was that?
25	student there?	25	A Approximately 1998.

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18 to 21

<p style="text-align: right;">Page 18</p> <p><b>William Whitman - Confidential</b></p> <p>Q What training, if any, did you receive in order to provide computer support to Dr. Shields or any other customer?</p> <p><b>A Self-taught.</b></p> <p>Q Can you describe for me the process by which you self-taught yourself computer support?</p> <p><b>A Just building my own computers and building my own computer network.</b></p> <p>Q When did you start building your own computers and computer network?</p> <p><b>A Probably 1996.</b></p> <p>Q And how did you come upon a desire to build your own computer and computer networks?</p> <p><b>A I don't recall.</b></p> <p>Q Did you ever take any classes online or read any books to assist in your learning on computer support and computer networks?</p> <p>MR. LYTLE: Object to the form.</p> <p>Q You can answer.</p> <p><b>A I don't recall.</b></p> <p>Q Besides Dr. William Shields, were there any other business partners or individuals who worked with you at Nuvention?</p> <p><b>A No.</b></p>	<p style="text-align: right;">Page 20</p> <p><b>William Whitman - Confidential</b></p> <p><b>A I did -- I think it's called an invoice book or a sales book.</b></p> <p>Q Did you charge by the hour or did you charge for services provided? How did you price the work that you did?</p> <p><b>A Probably by the hour.</b></p> <p>Q How did you come up with how much to charge by the hour for the services you were providing?</p> <p><b>A I don't recall.</b></p> <p>Q Do you recall how much, approximately, that you charged in that time?</p> <p>MR. LYTLE: Object to the form.</p> <p><b>A No.</b></p> <p>Q Nuvention was a for-profit corporation, I take it?</p> <p><b>A Yes.</b></p> <p>Q You charged enough to cover your expenses, correct?</p> <p>MR. LYTLE: Object to the form.</p> <p>You can answer, Mr. Whitman.</p> <p><b>A I'm thinking.</b></p> <p><b>I don't recall.</b></p> <p>Q Well, you said it was a for-profit</p>
<p style="text-align: right;">Page 19</p> <p><b>William Whitman - Confidential</b></p> <p>Q What type of company -- and what I mean by that is kind of the legal entity -- was Nuvention?</p> <p><b>A A corporation.</b></p> <p>Q And how did you incorporate Nuvention?</p> <p>MR. LYTLE: Object to form.</p> <p>You can answer.</p> <p><b>A We hired a local attorney.</b></p> <p>Q Who did you hire?</p> <p><b>A I -- I don't recall.</b></p> <p>Q So other than William Shields, there were no other individuals involved in the work at Nuvention?</p> <p><b>A No.</b></p> <p>Q You were hired to do computer support for Dr. Shields' medical office in 1998. What was the date of incorporation of Nuvention?</p> <p><b>A I don't recall.</b></p> <p>Q Was it after 1998?</p> <p><b>A Yes.</b></p> <p>Q When you did the work for Dr. Shields' medical office, how were you paid? How did you charge Dr. Shields for the work you provided?</p> <p>MR. LYTLE: Object to the form.</p>	<p style="text-align: right;">Page 21</p> <p><b>William Whitman - Confidential</b></p> <p>corporation, correct? Nuvention was a for-profit corporation; wasn't it?</p> <p><b>A Yes.</b></p> <p>Q And it was your desire as a proprietor of Nuvention to make a profit, correct?</p> <p>MR. LYTLE: Object to the form.</p> <p><b>A Yes.</b></p> <p>Q And in order to make a profit, the revenues generated by the company need to be in excess, exceed the expenses of the company, correct?</p> <p><b>A Correct.</b></p> <p>Q So when you were working on your own providing computer support and developing computer networks, you wanted your revenue that you received to exceed your expenses, also, correct?</p> <p>MR. LYTLE: Object to the form.</p> <p><b>A Yes.</b></p> <p>Q After you met Dr. Shields in 1998, how -- well, strike that.</p> <p>Before Nuvention was formed and you were working on your own and charging by the hour, did you have any other customers other than Dr. Shields?</p> <p>MR. LYTLE: Object to the form.</p>

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22 to 25

Page 22	Page 24
<p>1 William Whitman - Confidential</p> <p>2 <b>A Yes.</b></p> <p>3 Q Approximately, how many customers do</p> <p>4 you recall having during that time period before</p> <p>5 Nuvention -- well, let me ask you this.</p> <p>6 Before you met Dr. Shields, Nuvention</p> <p>7 did not exist, correct?</p> <p>8 <b>A Correct.</b></p> <p>9 Q So before approximately 1998, the work</p> <p>10 you did was, as you noted, by the hour. And was</p> <p>11 that a -- kind of on a project-by-project basis?</p> <p>12 MR. LYTLE: Object to the form.</p> <p>13 <b>A Yes.</b></p> <p>14 Q Did you advertise your services?</p> <p>15 <b>A No.</b></p> <p>16 Q How did potential customers become</p> <p>17 aware of your services?</p> <p>18 <b>A Word of mouth.</b></p> <p>19 Q Do you recall who your first customer</p> <p>20 was?</p> <p>21 <b>A No.</b></p> <p>22 Q Do you know how Dr. Shields came to be</p> <p>23 aware of you, such that he hired you?</p> <p>24 <b>A Yes.</b></p> <p>25 Q How is that?</p>	<p>1 William Whitman - Confidential</p> <p>2 together?</p> <p>3 MR. LYTLE: Object to the form.</p> <p>4 <b>A I don't recall exactly.</b></p> <p>5 Q What was Dr. Shields' role in</p> <p>6 Nuvention corporation?</p> <p>7 <b>A Business partner.</b></p> <p>8 Q What did he do as part of the</p> <p>9 business?</p> <p>10 <b>A Provided oversight.</b></p> <p>11 Q Does Dr. Shields have a background in</p> <p>12 computer support?</p> <p>13 MR. LYTLE: Object to the form.</p> <p>14 <b>A I don't know.</b></p> <p>15 Q Did Dr. Shields provide any type of</p> <p>16 financial or monetary investment in the business?</p> <p>17 <b>A Yes.</b></p> <p>18 Q What amount of investment did</p> <p>19 Dr. Shields put into Nuvention Corporation?</p> <p>20 <b>A I don't know.</b></p> <p>21 Q Can you give me an approximate number?</p> <p>22 Was it \$50,000 or \$5,000?</p> <p>23 MR. LYTLE: Object to the form.</p> <p>24 <b>A More than \$5,000.</b></p> <p>25 Q More than \$5,000, but less than</p>
Page 23	Page 25
<p>1 William Whitman - Confidential</p> <p>2 <b>A Through his general contractor.</b></p> <p>3 Q And who was Dr. Shields' general</p> <p>4 contractor?</p> <p>5 <b>A Max Burke.</b></p> <p>6 Q And how did Max Burke know who you</p> <p>7 were?</p> <p>8 MR. LYTLE: Object to the form.</p> <p>9 <b>A I don't recall.</b></p> <p>10 Q Is it your understanding that</p> <p>11 Max Burke recommended you to Dr. William Shields?</p> <p>12 <b>A Yes.</b></p> <p>13 MR. LYTLE: Object to the form.</p> <p>14 Q Other than Dr. Shields, do you recall</p> <p>15 any other customers for whom you provided computer</p> <p>16 support prior to the formation of Nuvention?</p> <p>17 <b>A No.</b></p> <p>18 Q In 1998, what type of -- strike that.</p> <p>19 After you met Dr. William Shields and</p> <p>20 provided computer support for him in 1998, did you</p> <p>21 provide services for other customers as a kind of</p> <p>22 sole proprietor?</p> <p>23 <b>A Yes.</b></p> <p>24 Q How long after meeting Dr. Shields in</p> <p>25 1998 did you all decide to go into business</p>	<p>1 William Whitman - Confidential</p> <p>2 \$20,000?</p> <p>3 MR. LYTLE: Object to the form.</p> <p>4 <b>A More than \$20,000.</b></p> <p>5 Q More than \$20,000, but less than</p> <p>6 \$50,000?</p> <p>7 <b>A Is that a question?</b></p> <p>8 Q Yes, it is.</p> <p>9 <b>A Can you rephrase?</b></p> <p>10 Q Sure. Did Dr. William Shields invest</p> <p>11 in Nuvention more than \$20,000, but less than</p> <p>12 \$50,000, into the company?</p> <p>13 <b>A No.</b></p> <p>14 Q Does that mean Dr. Shields invested in</p> <p>15 excess of \$50,000 into the company?</p> <p>16 <b>A Yes.</b></p> <p>17 MR. LYTLE: Object to the form.</p> <p>18 Q Did Dr. Shields invest more than</p> <p>19 \$100,000 into the company?</p> <p>20 <b>A Yes.</b></p> <p>21 Q Did Dr. Shields invest more than</p> <p>22 \$250,000 in the company?</p> <p>23 <b>A I don't know.</b></p> <p>24 Q Do you believe that Dr. Shields</p> <p>25 invested less than \$250,000 into the company?</p>



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<p>1 William Whitman - Confidential</p> <p>2 MR. LYTLE: Object to the form.</p> <p>3 <b>A I don't know.</b></p> <p>4 Q Did you and Dr. Shields have any</p> <p>5 written agreement regarding your respective</p> <p>6 contributions to Nuvention Corporation?</p> <p>7 MR. LYTLE: Object to the form.</p> <p>8 <b>A I don't remember.</b></p> <p>9 Q Did you personally invest in Nuvention</p> <p>10 financially?</p> <p>11 <b>A Yes.</b></p> <p>12 Q How much money did you invest into</p> <p>13 Nuvention?</p> <p>14 <b>A I don't remember.</b></p> <p>15 Q Was it more than \$5,000?</p> <p>16 <b>A I don't remember.</b></p> <p>17 Q For the money that you did invest into</p> <p>18 Nuvention, what was the source of that money?</p> <p>19 MR. LYTLE: Object to the form.</p> <p>20 <b>A I don't remember.</b></p> <p>21 Q Do you recall if you got a loan from a</p> <p>22 financial institution for --</p> <p>23 <b>A I don't --</b></p> <p>24 MR. LYTLE: Object to the form.</p> <p>25 Q -- for investing into Nuvention?</p>	<p>1 William Whitman - Confidential</p> <p>2 Q Is that 1998, approximately, to 2006?</p> <p>3 <b>A No.</b></p> <p>4 Q What years, approximately?</p> <p>5 <b>A Approximately 1999 to 2008.</b></p> <p>6 <b>Approximately.</b></p> <p>7 Q Who else besides you and Dr. William</p> <p>8 Shields worked at Nuvention?</p> <p>9 MR. LYTLE: Object to the form. Asked</p> <p>10 and answered.</p> <p>11 You can answer.</p> <p>12 <b>A Is that worked at Nuvention or was an</b></p> <p>13 <b>owner of Nuvention?</b></p> <p>14 Q I'm asking about worked at Nuvention</p> <p>15 right now.</p> <p>16 <b>A I think we did have one employee.</b></p> <p>17 Q Who was that?</p> <p>18 <b>A Jacob Lee.</b></p> <p>19 Q Can you spell Lee for me?</p> <p>20 <b>A L-e-e.</b></p> <p>21 Q What did Jacob Lee do?</p> <p>22 <b>A Computer programming.</b></p> <p>23 Q How long did Mr. Lee work at</p> <p>24 Nuvention?</p> <p>25 <b>A Approximately one year.</b></p>
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<p>1 William Whitman - Confidential</p> <p>2 MR. LYTLE: Same objection.</p> <p>3 <b>A Can you repeat the question, please?</b></p> <p>4 Q Sure. I asked whether or not you</p> <p>5 secured a loan from a financial institution to</p> <p>6 secure money to invest in Nuvention Corporation.</p> <p>7 MR. LYTLE: Same objection.</p> <p>8 <b>A Can you repeat the question one more</b></p> <p>9 <b>time? Sorry.</b></p> <p>10 Q Sure. Did you obtain a loan from a</p> <p>11 financial institution in order to get money to</p> <p>12 invest in Nuvention Corporation?</p> <p>13 <b>A No.</b></p> <p>14 Q Did you obtain a loan from any source,</p> <p>15 family, friend, person, in order to obtain money to</p> <p>16 invest in Nuvention Corporation?</p> <p>17 MR. LYTLE: Object to form.</p> <p>18 <b>A No.</b></p> <p>19 Q Is Nuvention Corporation still an</p> <p>20 ongoing company --</p> <p>21 <b>A No.</b></p> <p>22 Q -- to this day?</p> <p>23 How long was Nuvention Corporation in</p> <p>24 business?</p> <p>25 <b>A Approximately eight years.</b></p>	<p>1 William Whitman - Confidential</p> <p>2 Q Do you know what year that was?</p> <p>3 <b>A No.</b></p> <p>4 Q During the eight years that Nuvention</p> <p>5 was in business, did you have any other business</p> <p>6 partners in addition to Dr. William Shields?</p> <p>7 MR. LYTLE: Object to the form.</p> <p>8 <b>A I'm sorry. Can you repeat the</b></p> <p>9 <b>question?</b></p> <p>10 Q Sure. Other than Dr. William Shields,</p> <p>11 did you have any other business partners in your</p> <p>12 company Nuvention?</p> <p>13 <b>A No.</b></p> <p>14 Q Did Dr. William Shields remain a</p> <p>15 business partner during all eight years that</p> <p>16 Nuvention was in business?</p> <p>17 MR. LYTLE: Object to the form.</p> <p>18 <b>A Can you repeat the question, please?</b></p> <p>19 Q Sure. Did Dr. William Shields remain</p> <p>20 your business partner in Nuvention during all eight</p> <p>21 years the company was in business?</p> <p>22 MR. LYTLE: Same objection.</p> <p>23 <b>A I didn't say Nuvention was in business</b></p> <p>24 <b>for eight years. I said approximately. Can you</b></p> <p>25 <b>repeat the question.</b></p>

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<p style="text-align: right;">Page 30</p> <p><b>William Whitman - Confidential</b></p> <p>Q Sure. During the approximately eight years that Nuvention was in business, did you have any other business partners other than Dr. William Shields?</p> <p><b>A No.</b></p> <p>MR. LYTLE: Object to the form.</p> <p>Q During the approximately eight years that Nuvention was in business, did Dr. William Shields remain your business partner during the entirety of that period?</p> <p><b>A Yes.</b></p> <p>Q Did you and Dr. Shields divide -- well, let me ask you this.</p> <p>Was Dr. William Shields an owner of Nuvention, co-owner with you?</p> <p><b>A Yes.</b></p> <p>Q What was the percentage allocation of ownership of Nuvention between you and Dr. Shields?</p> <p><b>A I don't recall.</b></p> <p>Q Was it 50/50?</p> <p>MR. LYTLE: Object to the form.</p> <p><b>A I don't recall.</b></p> <p>Q Do you recall if you had a greater ownership interest than Dr. Shields?</p>	<p style="text-align: right;">Page 32</p> <p><b>William Whitman - Confidential</b></p> <p>mishearing the witness. I thought I asked if he owned less than 20 percent and the witness answered no. And I asked if he owned more than 20 percent, and the witness answered no.</p> <p>So I'm asking if the -- Dr. Shields owned 20 percent. He didn't own less. He didn't own more. But did he own 20 percent?</p> <p>MR. LYTLE: And the witness also answered an earlier question that he didn't recall what the ownership allocation was. But you can proceed.</p> <p><b>A I may have misheard one of the questions. Is it possible to have -- have it read back to us? I don't know how this works.</b></p> <p>Q We can just ask a new question.</p> <p><b>A Okay.</b></p> <p>Q Did Dr. Shields own more than 20 percent of Nuvention?</p> <p><b>A Yes.</b></p> <p>Q Did Dr. Shields own more than 30 percent of Nuvention?</p> <p><b>A Yes.</b></p> <p>Q Did Dr. Shields own more than 40 percent of Nuvention?</p>
<p style="text-align: right;">Page 31</p> <p><b>William Whitman - Confidential</b></p> <p><b>A Yes.</b></p> <p>Q Did Dr. Shields own less than 10 percent of Nuvention?</p> <p>MR. LYTLE: Object to form.</p> <p><b>A No.</b></p> <p>Q Did Dr. Shields own more than 20 percent of Nuvention?</p> <p>MR. LYTLE: Object to the form.</p> <p><b>A No.</b></p> <p>Q So Dr. Shields owned somewhere between 10 and 20 percent of Nuvention.</p> <p>Is that fair to say?</p> <p>MR. LYTLE: Object to the form.</p> <p><b>A No.</b></p> <p>Q Did Dr. Shields own less than 20 percent of Nuvention?</p> <p>MR. LYTLE: Object to form. Asked and answered.</p> <p><b>A No.</b></p> <p>Q Did Dr. Shields own 20 percent of Nuvention?</p> <p>MR. LYTLE: Can you repeat the question, please, Counsel?</p> <p>MS. DAWSON: Sure. And maybe I'm</p>	<p style="text-align: right;">Page 33</p> <p><b>William Whitman - Confidential</b></p> <p><b>A Yes.</b></p> <p>Q Did Dr. Shields own more than 50 percent of Nuvention?</p> <p><b>A I don't recall.</b></p> <p>Q Is it fair to say that Dr. Shields owned somewhere between 40 and 50 percent of Nuvention?</p> <p><b>A No.</b></p> <p>Q And why is that not fair to say?</p> <p><b>A Because while I don't remember exactly what the percentage was, I do know that he owned more than 50 percent -- or 50 percent or more, I should say.</b></p> <p>Q I thought you testified earlier that you owned more of Nuvention than Dr. Shields?</p> <p>MR. LYTLE: Object to the form.</p> <p><b>A No. I believe the question you're referring to was you asked if I recalled if I owned more than Dr. Shields, and I answered yes to that. I maybe misunderstood the question.</b></p> <p>MR. LYTLE: The question was, do you recall.</p> <p><b>THE WITNESS: Thank you.</b></p> <p>Q So Dr. Shields owned -- had a greater</p>

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<p>1 William Whitman - Confidential</p> <p>2 ownership interest in Nuvention than you did?</p> <p>3 MR. LYTLE: Object to the form.</p> <p>4 <b>A I don't recall.</b></p> <p>5 Q What services -- well, let me ask you</p> <p>6 this.</p> <p>7 Did Nuvention have a document that</p> <p>8 identified the services that it provided?</p> <p>9 MR. LYTLE: Object to the form.</p> <p>10 <b>A No.</b></p> <p>11 Q Did Nuvention have a website?</p> <p>12 <b>A Yes.</b></p> <p>13 Q What was on Nuvention's website?</p> <p>14 <b>A I don't remember.</b></p> <p>15 Q Did it describe what the company did?</p> <p>16 MR. LYTLE: Object to the form.</p> <p>17 <b>A No, I don't -- no, I don't think so.</b></p> <p>18 Q What was the Nuvention website used</p> <p>19 for?</p> <p>20 <b>A Web applications.</b></p> <p>21 Q Explain to me what you mean by that.</p> <p>22 <b>A Can you rephrase the question?</b></p> <p>23 Q Sure. I'm just trying to have an</p> <p>24 understanding of the Nuvention website and what it</p> <p>25 was used for. So, for example, some companies</p>	<p>1 William Whitman - Confidential</p> <p>2 Q Who was responsible for billing</p> <p>3 customers of Nuvention?</p> <p>4 <b>A I don't remember.</b></p> <p>5 Q Who was responsible for developing the</p> <p>6 prices to charge for services or products provided</p> <p>7 by Nuvention?</p> <p>8 <b>A Probably me.</b></p> <p>9 Q Please identify a service that</p> <p>10 Nuvention provided that you charged customers for.</p> <p>11 <b>A We didn't have any.</b></p> <p>12 Q Well, what did you do at Nuvention</p> <p>13 that you charged people for, that you charged</p> <p>14 customers for?</p> <p>15 What service did you provide?</p> <p>16 <b>A None.</b></p> <p>17 Q I thought you said Nuvention provided</p> <p>18 computer consulting?</p> <p>19 <b>A No.</b></p> <p>20 MR. LYTLE: Object to the form.</p> <p>21 Q What did Nuvention do?</p> <p>22 <b>A Developed media related to patents.</b></p> <p>23 Q Okay. Who did you develop media</p> <p>24 related to patents for?</p> <p>25 <b>A Can you repeat the question or</b></p>
Page 35	Page 37
<p>1 William Whitman - Confidential</p> <p>2 utilize their website to tell the public who they</p> <p>3 are and what they do and what services they provide.</p> <p>4 So I'm trying to understand:</p> <p>5 What was the Nuvention website</p> <p>6 utilized for?</p> <p>7 <b>A Is that the -- is that a question?</b></p> <p>8 Q Yes. What was the Nuvention website</p> <p>9 utilized for?</p> <p>10 <b>A It was used for web applications.</b></p> <p>11 Q Was the Nuvention website accessible</p> <p>12 to the public?</p> <p>13 <b>A I don't recall.</b></p> <p>14 Q Did Nuvention utilize an accountant to</p> <p>15 maintain its books?</p> <p>16 <b>A No.</b></p> <p>17 Q Who was responsible for maintaining</p> <p>18 the finances of Nuvention?</p> <p>19 <b>A I believe we had a bookkeeper.</b></p> <p>20 Q Do you recall the name of the</p> <p>21 bookkeeper?</p> <p>22 <b>A Holly.</b></p> <p>23 Q Do you recall Holly's last name?</p> <p>24 <b>A No. In fact, I'm not sure her name</b></p> <p>25 <b>was Holly.</b></p>	<p>1 William Whitman - Confidential</p> <p>2 <b>rephrase?</b></p> <p>3 Q Sure. You said Nuvention developed</p> <p>4 media-related patents. Did I get that correct?</p> <p>5 MR. LYTLE: Object to the form.</p> <p>6 <b>A No.</b></p> <p>7 Q Okay. Tell me what Nuvention did.</p> <p>8 <b>A Developed -- I think I just answered</b></p> <p>9 <b>that. I don't want to conflict with what I just --</b></p> <p>10 <b>what I just answered.</b></p> <p>11 MR. LYTLE: You can go ahead,</p> <p>12 Mr. Whitman.</p> <p>13 Q Yeah. Just tell me, what did</p> <p>14 Nuvention do?</p> <p>15 <b>A Nuvention developed media related to</b></p> <p>16 <b>patents.</b></p> <p>17 Q Who did Nuvention develop media</p> <p>18 related to patents for?</p> <p>19 <b>A Customers.</b></p> <p>20 Q Okay. And you charged customers,</p> <p>21 correct, for developing media related to patents?</p> <p>22 <b>A No.</b></p> <p>23 Q You did not charge customers?</p> <p>24 <b>A Is that a question?</b></p> <p>25 Q Yes, it is. Did you --</p>

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<p style="text-align: right;">Page 38</p> <p>1 William Whitman - Confidential</p> <p>2 <b>A Can you rephrase?</b></p> <p>3 Q -- develop media-related patents --</p> <p>4 media related to patents and give them away for</p> <p>5 free?</p> <p>6 MR. LYTLE: Object to the form.</p> <p>7 <b>A I don't -- I don't remember.</b></p> <p>8 Q Nuvention was a for-profit company;</p> <p>9 was it not?</p> <p>10 MR. LYTLE: Object to the form.</p> <p>11 <b>A Yes.</b></p> <p>12 Q Did Nuvention make money?</p> <p>13 <b>A No.</b></p> <p>14 Q Did Nuvention have any revenue coming</p> <p>15 into the company? I'm not asking about whether it</p> <p>16 actually made a profit, but whether or not revenue</p> <p>17 was generated by Nuvention.</p> <p>18 <b>A No. I don't believe so.</b></p> <p>19 Q Did Nuvention have customers?</p> <p>20 <b>A Can you define "customers"?</b></p> <p>21 Q What's your definition of a customer?</p> <p>22 <b>A Someone or some entity who pays for a</b></p> <p>23 <b>product or a service.</b></p> <p>24 Q Okay. Using your definition, did</p> <p>25 Nuvention have customers?</p>	<p style="text-align: right;">Page 40</p> <p>1 William Whitman - Confidential</p> <p>2 Q What's the difference between a</p> <p>3 potential customer and a customer?</p> <p>4 <b>A You want me to give my definition, my</b></p> <p>5 <b>personal definition?</b></p> <p>6 Q Sure. I'm trying to just understand</p> <p>7 your testimony, Mr. Whitman.</p> <p>8 <b>A Can you repeat the question?</b></p> <p>9 MS. DAWSON: Can I have the court</p> <p>10 reporter read back the question, please?</p> <p>11 (Reporter read back pending question.)</p> <p>12 <b>A In my view, a potential customer has</b></p> <p>13 <b>not yet paid for a product or service and a customer</b></p> <p>14 <b>has paid for a product or service. I may be wrong.</b></p> <p>15 Q Was Nuvention ever paid for the</p> <p>16 products or services it provided by anyone?</p> <p>17 <b>A I don't think so.</b></p> <p>18 Q Is it fair to say then that</p> <p>19 Nuvention -- well, let me ask you this.</p> <p>20 Did Nuvention ever have revenue in the</p> <p>21 approximately eight years that it was in business?</p> <p>22 MR. LYTLE: Object to the form.</p> <p>23 <b>A I don't think so.</b></p> <p>24 Q How did you pay Jacob Lee?</p> <p>25 MR. LYTLE: Object to the form.</p>
<p style="text-align: right;">Page 39</p> <p>1 William Whitman - Confidential</p> <p>2 <b>A No.</b></p> <p>3 Q And why did Nuvention not have</p> <p>4 customers?</p> <p>5 MR. LYTLE: Object to the form.</p> <p>6 <b>A I don't know.</b></p> <p>7 <b>Can you repeat the question, or</b></p> <p>8 <b>rephrase maybe?</b></p> <p>9 Q Sure. I'm trying to understand</p> <p>10 because we established, right, that you have a</p> <p>11 company with Dr. Shields called Nuvention. Correct?</p> <p>12 <b>A Correct.</b></p> <p>13 Q And that it was a for-profit company,</p> <p>14 correct?</p> <p>15 <b>A Yes.</b></p> <p>16 MR. LYTLE: Object to the form.</p> <p>17 Q And that your objective with this</p> <p>18 for-profit company was to make money, correct?</p> <p>19 MR. LYTLE: Same objection.</p> <p>20 <b>A Yes.</b></p> <p>21 Q How did you propose to make money</p> <p>22 through Nuvention if it did not have customers?</p> <p>23 MR. LYTLE: Object to the form.</p> <p>24 <b>A To -- to sell media related to patents</b></p> <p>25 <b>to potential customers.</b></p>	<p style="text-align: right;">Page 41</p> <p>1 William Whitman - Confidential</p> <p>2 <b>A I -- could you repeat the question or</b></p> <p>3 <b>rephrase?</b></p> <p>4 Q Sure. You said that Nuvention had one</p> <p>5 employee during the approximately eight years it was</p> <p>6 in business.</p> <p>7 My question is: How did Nuvention pay</p> <p>8 Jacob Lee?</p> <p>9 <b>A I believe by check.</b></p> <p>10 Q Where did the money come from to pay</p> <p>11 Mr. Lee?</p> <p>12 <b>A We had a bank account.</b></p> <p>13 Q Where did the money that presumably</p> <p>14 was in the bank account for Nuvention come from?</p> <p>15 <b>A Investments.</b></p> <p>16 Q Okay. Where did the money come from</p> <p>17 that you utilized to make investments?</p> <p>18 <b>A Investors.</b></p> <p>19 Q Okay. I think you said Dr. William</p> <p>20 Shields was an investor. Is that correct?</p> <p>21 <b>A Yes.</b></p> <p>22 Q So it's your testimony that Nuvention</p> <p>23 had no paying customers during the approximately</p> <p>24 eight years that it was in business; is that</p> <p>25 correct?</p>

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<p style="text-align: right;">Page 42</p> <p>1 William Whitman - Confidential</p> <p>2 MR. LYTLE: Object to the form.</p> <p>3 <b>A Could you repeat the question, please.</b></p> <p>4 Q Sure. Is it your testimony that,</p> <p>5 during the eight years that Nuvention was in</p> <p>6 business, that the company had no paying customers;</p> <p>7 is that your testimony?</p> <p>8 <b>A I believe so.</b></p> <p>9 Q Now, you said that you were</p> <p>10 responsible for developing prices at Nuvention?</p> <p>11 <b>A Yes.</b></p> <p>12 Q Tell me, what products or services</p> <p>13 were you developing prices for?</p> <p>14 <b>A Media products.</b></p> <p>15 Q Give me an example of a media product</p> <p>16 that you developed a price for.</p> <p>17 <b>A A newsletter.</b></p> <p>18 Q How did you develop the price for that</p> <p>19 newsletter media product. Just walk me through the</p> <p>20 process.</p> <p>21 <b>A Evaluating prices of existing</b></p> <p>22 <b>newsletter products and comparing.</b></p> <p>23 Q Anything else?</p> <p>24 <b>A No, not to my knowledge, not that I</b></p> <p>25 <b>recall.</b></p>	<p style="text-align: right;">Page 44</p> <p>1 William Whitman - Confidential</p> <p>2 MS. DAWSON: Could the court reporter</p> <p>3 please read it back.</p> <p>4 (Reporter read back pending question.)</p> <p>5 <b>A No.</b></p> <p>6 Q And why don't you agree with that?</p> <p>7 <b>A Because there can be other factors</b></p> <p>8 <b>when developing products, beyond just profit.</b></p> <p>9 Q My question is:</p> <p>10 If you seek to make a profit, if that</p> <p>11 is your goal or objective, do you agree that the</p> <p>12 price of the product or service must be greater than</p> <p>13 the cost of providing that service or making that</p> <p>14 product?</p> <p>15 <b>A No.</b></p> <p>16 Q Okay. How do you make a profit on a</p> <p>17 product or service if the cost of providing that</p> <p>18 product or service is more than the price charged?</p> <p>19 <b>A You don't in that case.</b></p> <p>20 Q You don't. You agree with me you</p> <p>21 can't in that case make a profit, correct?</p> <p>22 <b>A On that particular product, yes.</b></p> <p>23 <b>Can we have a break sometime soon?</b></p> <p>24 MS. DAWSON: Oh, sure. We can take a</p> <p>25 break right now. Do you want to take, like, a</p>
<p style="text-align: right;">Page 43</p> <p>1 William Whitman - Confidential</p> <p>2 Q Did you develop prices such that you</p> <p>3 would make a profit if you were able to sell the</p> <p>4 newsletter media product?</p> <p>5 MR. LYTLE: Object to form.</p> <p>6 <b>A I don't recall.</b></p> <p>7 Q Did you develop a price for the</p> <p>8 newsletter media product with the objective of</p> <p>9 pricing it in excess of your costs?</p> <p>10 <b>A I don't remember.</b></p> <p>11 Q As an owner of a business, you want to</p> <p>12 make a profit, right?</p> <p>13 MR. LYTLE: Object to form.</p> <p>14 <b>A Yes.</b></p> <p>15 Q And you would agree with me that, in</p> <p>16 developing prices in order to make a profit, the</p> <p>17 price of the product or service must be greater than</p> <p>18 the cost of providing that product or service.</p> <p>19 Agree?</p> <p>20 <b>A No.</b></p> <p>21 Q What don't you agree with what I just</p> <p>22 said?</p> <p>23 <b>A Would you please rephrase the question</b></p> <p>24 <b>or repeat the question.</b></p> <p>25 Q Sure.</p>	<p style="text-align: right;">Page 45</p> <p>1 William Whitman - Confidential</p> <p>2 ten-minute break? We'll come back at 11:22?</p> <p>3 MR. LYTLE: Yes, that works.</p> <p>4 <b>A That works for me. I just need a</b></p> <p>5 <b>quick restroom break.</b></p> <p>6 MS. DAWSON: Oh, yeah. Yeah, that's</p> <p>7 fine. You did exactly right.</p> <p>8 THE VIDEOGRAPHER: Okay. This marks</p> <p>9 the end of media unit number one. We are off</p> <p>10 the record at 11:12 a.m.</p> <p>11 (A break is taken.)</p> <p>12 THE VIDEOGRAPHER: This marks the</p> <p>13 beginning of media unit number two. We are</p> <p>14 back on the record at 11:24 a.m.</p> <p>15 CONTINUED DIRECT EXAMINATION</p> <p>16 BY MS. DAWSON:</p> <p>17 Q Mr. Whitman, was it your objective</p> <p>18 that Nuvention be a profitable business?</p> <p>19 <b>A Yes.</b></p> <p>20 Q In the approximate eight years that</p> <p>21 Nuvention was in operation, did it ever make a</p> <p>22 profit?</p> <p>23 <b>A No.</b></p> <p>24 Q Why not?</p> <p>25 <b>A Because we didn't have revenue.</b></p>

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46 to 49

Page 46	Page 48
<p>1 William Whitman - Confidential</p> <p>2 Q Why didn't you have revenue?</p> <p>3 A We did not sell products.</p> <p>4 Q How did you expect to generate</p> <p>5 revenue?</p> <p>6 MR. LYTLE: Object to the form.</p> <p>7 A Probably by selling products or</p> <p>8 services.</p> <p>9 Q So you said you never sold products.</p> <p>10 Did you ever sell services?</p> <p>11 A No.</p> <p>12 Q So how did you expect to make a profit</p> <p>13 if you never sold products or services?</p> <p>14 A By selling products or services.</p> <p>15 Q But you said you all never sold them,</p> <p>16 so I'm trying to understand:</p> <p>17 Was it intentional that you never sold</p> <p>18 products or services, or were you simply unable to</p> <p>19 sell products or services -- strike that.</p> <p>20 Let me ask this. Why were -- why was</p> <p>21 Nuvention unable to sell products or services?</p> <p>22 A Because we didn't have a product or</p> <p>23 service ready to bring to market.</p> <p>24 Q During the eight years that Nuvention</p> <p>25 was in operation, were you attempting to develop a</p>	<p>1 William Whitman - Confidential</p> <p>2 A Approximately, one year.</p> <p>3 Q Just so we can put some dates around</p> <p>4 this, do you recall the year that you lived in</p> <p>5 Bellevue, Washington?</p> <p>6 A 2004.</p> <p>7 Q Then the year you lived in Redmond,</p> <p>8 Washington?</p> <p>9 A 2005.</p> <p>10 Q Where did you go after Redmond,</p> <p>11 Washington?</p> <p>12 A Woodinville, Washington.</p> <p>13 Q What year were you in Woodinville,</p> <p>14 Washington?</p> <p>15 A 2006.</p> <p>16 Q How long did you remain in</p> <p>17 Woodinville, Washington?</p> <p>18 A Approximately, four years.</p> <p>19 Q Where did you move after living in</p> <p>20 Woodinville, Washington?</p> <p>21 A To Connecticut.</p> <p>22 Q What part of Connecticut?</p> <p>23 A New Milford.</p> <p>24 Q How long were you in New Milford,</p> <p>25 Connecticut?</p>
Page 47	Page 49
<p>1 William Whitman - Confidential</p> <p>2 product or service to bring to market?</p> <p>3 A Yes.</p> <p>4 Q Mr. Whitman, are you married?</p> <p>5 A Yes.</p> <p>6 [REDACTED]</p> <p>7 [REDACTED]</p> <p>8 [REDACTED]</p> <p>9 [REDACTED]</p> <p>10 [REDACTED]?</p> <p>11 [REDACTED]</p> <p>12 [REDACTED]</p> <p>13 [REDACTED]</p> <p>14 [REDACTED]</p> <p>15 [REDACTED]</p> <p>16 Q After finishing the University of</p> <p>17 Washington, where did you live?</p> <p>18 A Bellevue, Washington.</p> <p>19 Q How long did you live in Bellevue,</p> <p>20 Washington?</p> <p>21 A Approximately, one year.</p> <p>22 Q Where did you move after that?</p> <p>23 A Redmond, Washington.</p> <p>24 Q How long did you live in Redmond,</p> <p>25 Washington?</p>	<p>1 William Whitman - Confidential</p> <p>2 A Approximately, one year.</p> <p>3 Q Was that 2010 to 2011?</p> <p>4 A I believe so, yes.</p> <p>5 Q Where did you move after you lived in</p> <p>6 New Milford?</p> <p>7 A Arnold, Maryland.</p> <p>8 (There was a discussion off the</p> <p>9 record.)</p> <p>10 Q When -- what years were you in Arnold,</p> <p>11 Maryland?</p> <p>12 A 2011 to 2012.</p> <p>13 Q Where did you go after Arnold,</p> <p>14 Maryland?</p> <p>15 A Kingston, New Hampshire.</p> <p>16 Q When were you in Kingston,</p> <p>17 New Hampshire?</p> <p>18 A Approximately 2012 through 2019.</p> <p>19 Q Where did you move after Kingston,</p> <p>20 New Hampshire?</p> <p>21 A Sandown, New Hampshire.</p> <p>22 Q When were you in Sandown,</p> <p>23 New Hampshire?</p> <p>24 A 2019, for one year?</p> <p>25 Q And where did you move after Sandown,</p>

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1 William Whitman - Confidential

2 New Hampshire?

3 A New Canaan, Connecticut.

4 Q And how long were you in New Canaan,

5 Connecticut?

6 A Approximately nine months.

7 Q When did you arrive in New Canaan?

8 A September of 2020.

9 Q And New Canaan, Connecticut, is where

10 you are presently; is that correct?

11 A Yes.

12 Q At a high level, Mr. Whitman, can you

13 tell me why you moved from Washington to Connecticut

14 to Maryland to New Hampshire? Were those moves

15 associated with employment or for some other reason?

16 A Both employment and other reasons.

17 Q Okay. Why don't we go through it.

18 So the move from Bellevue, Washington,

19 to Redmond, Washington, was that -- what was the

20 reason for that?

21 A I don't recall.

22 Q Okay. What about from Redmond to

23 Woodinville, Washington? What was the reason for

24 that move?

25 A I purchased a house.

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1 William Whitman - Confidential

2 Q And the house was in Woodinville?

3 A Yes.

4 [REDACTED]

5 [REDACTED]

6 [REDACTED]

7 [REDACTED]

8 [REDACTED]

9 [REDACTED]

10 [REDACTED]

11 [REDACTED]

12 [REDACTED]

13 [REDACTED]

14 [REDACTED]

15 MR. LYTLE: Object to the form.

16 Mr. Whitman, just a reminder, too,

17 that we have designated the entirety of the

18 transcript confidential at this point. So.

19 [REDACTED]

20 [REDACTED]

21 [REDACTED]

22 [REDACTED]

23 Q And why did you move from New Milford,

24 Connecticut, to Arnold, Maryland?

25 A For a job.

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1 William Whitman - Confidential

2 Q And why did you move from Arnold,

3 Maryland, to Kingston, New Hampshire?

4 A We liked new England better than the

5 D.C. metropolitan area.

6 Q And why did you move from Kingston,

7 New Hampshire, to Sandown, New Hampshire?

8 A Because it was on a lake.

9 Q And why did you move from Sandown,

10 New Hampshire, to New Canaan, Connecticut?

11 A To be closer to the New York area.

12 [REDACTED]

13 [REDACTED]

14 [REDACTED]

15 [REDACTED]

16 [REDACTED]

17 [REDACTED]

18 Q How long have they lived there?

19 A Approximately, two years.

20 Q Before that, where did they live?

21 A Tacoma, Washington.

22 [REDACTED]

23 [REDACTED]

24 [REDACTED]

25 [REDACTED]

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2 [REDACTED]

3 [REDACTED]

4 Q Mr. Whitman, do you do your own taxes?

5 A No.

6 Q Have you at any time done your own

7 taxes?

8 A No.

9 Q So back when you first started

10 working -- I believe that was while you were at the

11 University of Washington -- how did you get your

12 taxes done?

13 (There was a discussion off the

14 record.)

15 A Via a tax preparer.

16 Q Why did you have a tax preparer do

17 your taxes as opposed to doing them yourself?

18 A I don't recall.

19 Q How about as you sit here today? Who

20 does your taxes?

21 A A tax preparer.

22 Q Why do you, as you sit here today,

23 have a tax preparer do your taxes as opposed to

24 doing it yourself?

25 A Because I think the tax preparer will



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54 to 57

<p style="text-align: right;">Page 54</p> <p>1 William Whitman - Confidential</p> <p>2 do a better job than I will.</p> <p>3 Q Do you do your own investing?</p> <p>4 MR. LYTLE: Object to the form.</p> <p>5 Q Like in the stock market?</p> <p>6 A Can you rephrase the question?</p> <p>7 Q Sure. Do you do your own investing in</p> <p>8 the stock market?</p> <p>9 A Can you rephrase that question?</p> <p>10 That's the same question.</p> <p>11 Q Sure. Do you invest in the stock</p> <p>12 market?</p> <p>13 A Yes.</p> <p>14 Q Do you do your own investing in the</p> <p>15 stock market? Do you personally invest in the stock</p> <p>16 market?</p> <p>17 A No.</p> <p>18 Q Do your own trades?</p> <p>19 A What was that question?</p> <p>20 (Reporter clarification.)</p> <p>21 Q I was just helping you -- I just</p> <p>22 asked:</p> <p>23 Do you do your own trades in the stock</p> <p>24 market?</p> <p>25 MR. LYTLE: Object to the form.</p>	<p style="text-align: right;">Page 56</p> <p>1 William Whitman - Confidential</p> <p>2 Q Did you have any individuals who</p> <p>3 reported to you?</p> <p>4 A Yes.</p> <p>5 Q How many?</p> <p>6 A Approximately, five.</p> <p>7 Q And who did you report to?</p> <p>8 A No one. I was the managing member.</p> <p>9 Q Did your title change at Armavel since</p> <p>10 you started in 2017?</p> <p>11 A I don't know.</p> <p>12 Q What's your current title?</p> <p>13 A When I'm doing cybersecurity</p> <p>14 consulting, I believe it's the same, principal</p> <p>15 cybersecurity consultant. But when I'm signing</p> <p>16 documents, I believe it's managing member or</p> <p>17 managing director.</p> <p>18 Q How many people work at Armavel?</p> <p>19 A Approximately 50.</p> <p>20 [REDACTED]</p> <p>21 [REDACTED]</p> <p>22 [REDACTED]</p> <p>23 [REDACTED]</p> <p>24 [REDACTED]</p> <p>25 [REDACTED]</p>
<p style="text-align: right;">Page 55</p> <p>1 William Whitman - Confidential</p> <p>2 A No.</p> <p>3 Q Do you utilize a financial consultant</p> <p>4 to assist in your investment in the stock market?</p> <p>5 A Yes.</p> <p>6 Q Who do you currently utilize?</p> <p>7 A Gary Gover.</p> <p>8 Q Anyone else?</p> <p>9 A No.</p> <p>10 Q Did you utilize someone prior to</p> <p>11 Gary Gover?</p> <p>12 A No.</p> <p>13 Q Who are you currently employed by?</p> <p>14 A Armavel.</p> <p>15 Q What does Armavel do?</p> <p>16 A Computer and cybersecurity consulting.</p> <p>17 Q How long have you been at Armavel?</p> <p>18 A I believe since around 2017.</p> <p>19 Q When you were first hired by Armavel,</p> <p>20 what was your job title?</p> <p>21 A I believe it was principal</p> <p>22 cybersecurity consultant.</p> <p>23 Q What were your roles and</p> <p>24 responsibilities in 2017?</p> <p>25 A To perform cybersecurity services.</p>	<p style="text-align: right;">Page 57</p> <p>1 William Whitman - Confidential</p> <p>2 [REDACTED]</p> <p>3 [REDACTED]</p> <p>4 [REDACTED]</p> <p>5 [REDACTED]</p> <p>6 [REDACTED]</p> <p>7 Q What were --</p> <p>8 A This is embarrassing, but I may need</p> <p>9 another restroom break in just a minute. But I can</p> <p>10 be very quick, like three minutes or less.</p> <p>11 Q Oh, that's -- that's -- that's fine.</p> <p>12 A Okay. I just -- I'll be quick. But</p> <p>13 go ahead. We can do a couple more questions.</p> <p>14 Q Does Armavel provide services only, or</p> <p>15 does it also sell products?</p> <p>16 A Services only.</p> <p>17 Q How does Armavel charge for the</p> <p>18 services it provides?</p> <p>19 MR. LYTLE: Object to the form.</p> <p>20 A Can you rephrase the question?</p> <p>21 Q Sure. How -- for the services that</p> <p>22 Armavel provides, it charges its customers, correct?</p> <p>23 A Correct.</p> <p>24 Q So I'm trying to figure out if</p> <p>25 customers pay hourly for services or do you charge a</p>



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<p style="text-align: right;">Page 58</p> <p>1 William Whitman - Confidential</p> <p>2 flat fee amount for certain services. I'm trying to</p> <p>3 understand how Armavel charges for the services it</p> <p>4 provides to customers.</p> <p>5 <b>A It varies.</b></p> <p>6 Q Okay. What are the different ways</p> <p>7 that Armavel charges for its services?</p> <p>8 <b>A Hourly or by the task order.</b></p> <p>9 Q Who is responsible for setting the</p> <p>10 hourly charges?</p> <p>11 <b>A Do you mean who is responsible for</b></p> <p>12 <b>setting the hourly rates?</b></p> <p>13 Q Yeah. Yes, hourly rates.</p> <p>14 <b>A It depends.</b></p> <p>15 Q Do you have any role in setting the</p> <p>16 hourly rates charged to your customers?</p> <p>17 <b>A Yes.</b></p> <p>18 Q Who else?</p> <p>19 <b>A The customer.</b></p> <p>20 Q By that, are you suggesting that you</p> <p>21 and customers will sometimes negotiate the hourly</p> <p>22 rates to be charged?</p> <p>23 <b>A Yes.</b></p> <p>24 Q Who develops the prices charged when</p> <p>25 it's done by task order?</p>	<p style="text-align: right;">Page 60</p> <p>1 William Whitman - Confidential</p> <p>2 you develop the price to charge for development of a</p> <p>3 cybersecurity architecture, and you said based on</p> <p>4 rates established by the federal government.</p> <p>5 So my question is:</p> <p>6 Anything else that you utilize?</p> <p>7 <b>A Existing rates.</b></p> <p>8 Q And what are you referring to when you</p> <p>9 say "existing rates"?</p> <p>10 <b>A Rates that we may charge for similar</b></p> <p>11 <b>services.</b></p> <p>12 Q Okay. Anything else?</p> <p>13 <b>A Not that I recall.</b></p> <p>14 Q In your pricing for the development of</p> <p>15 a cybersecurity architecture, do you price it in</p> <p>16 such a way as to make a profit?</p> <p>17 <b>A No.</b></p> <p>18 Q Why don't you price it in such a way</p> <p>19 as to make a profit?</p> <p>20 <b>A Because we control our costs.</b></p> <p>21 Q Okay. So do you -- is it your</p> <p>22 objective for Armavel to make a profit in the</p> <p>23 operation of its business?</p> <p>24 <b>A Yes.</b></p> <p>25 Q And what steps do you take to ensure</p>
<p style="text-align: right;">Page 59</p> <p>1 William Whitman - Confidential</p> <p>2 <b>A I do.</b></p> <p>3 Q Anyone else?</p> <p>4 <b>A No.</b></p> <p>5 Q Can you give me an example of a task</p> <p>6 order?</p> <p>7 <b>A Yes.</b></p> <p>8 Q Can you tell me what that task order</p> <p>9 is, please? Can you give me a specific example,</p> <p>10 like the name of a task order?</p> <p>11 <b>A A hypothetical task order?</b></p> <p>12 Q Sure, or one you did recently.</p> <p>13 <b>A Develop a cybersecurity architecture.</b></p> <p>14 Q Okay. How do you come up with the</p> <p>15 price to charge a customer for developing a</p> <p>16 cybersecurity architecture?</p> <p>17 <b>A Based on rates established by the</b></p> <p>18 <b>federal government.</b></p> <p>19 Q And what rates are those established</p> <p>20 by the federal government to which you're referring?</p> <p>21 <b>A The General Services Administration</b></p> <p>22 <b>rates.</b></p> <p>23 Q Okay. Anything else?</p> <p>24 <b>A Can you rephrase the question?</b></p> <p>25 Q Sure. I was asking you, you know, how</p>	<p style="text-align: right;">Page 61</p> <p>1 William Whitman - Confidential</p> <p>2 that Armavel is profitable?</p> <p>3 <b>A We manage our costs.</b></p> <p>4 Q Okay. So you manage your costs,</p> <p>5 correct?</p> <p>6 <b>A Yes.</b></p> <p>7 Q And you manage your expenses, correct?</p> <p>8 <b>A Yes.</b></p> <p>9 Q Okay. And what are some of the costs</p> <p>10 that you manage?</p> <p>11 <b>A Labor applied to a task.</b></p> <p>12 Q What about -- does -- does Armavel</p> <p>13 have a physical building?</p> <p>14 <b>A No.</b></p> <p>15 Q Armavel has to pay salaries of its</p> <p>16 workers, correct?</p> <p>17 <b>A Yes.</b></p> <p>18 Q And that's a cost and expense of doing</p> <p>19 business, correct?</p> <p>20 <b>A Yes.</b></p> <p>21 <b>Please don't forget about my quick</b></p> <p>22 <b>bathroom break.</b></p> <p>23 MS. DAWSON: Sure. If you want to</p> <p>24 take it now, that's fine.</p> <p>25 <b>THE WITNESS: I can be quick.</b></p>

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<p style="text-align: right;">Page 62</p> <p>1 William Whitman - Confidential</p> <p>2 MS. DAWSON: That's fine.</p> <p>3 THE VIDEOGRAPHER: Stand by.</p> <p>4 This marks the end of media unit</p> <p>5 number two. We are off the record at</p> <p>6 11:59 a.m.</p> <p>7 (A break is taken.)</p> <p>8 THE VIDEOGRAPHER: This marks the</p> <p>9 beginning of media unit number three. We are</p> <p>10 back on the record at 12:04 p.m.</p> <p>11 CONTINUED DIRECT EXAMINATION</p> <p>12 BY MS. DAWSON:</p> <p>13 Q Mr. Whitman, we were talking about</p> <p>14 some of the costs and expenses in doing business,</p> <p>15 and we talked about labor costs and salaries. What</p> <p>16 are some of the other expenses and costs associated</p> <p>17 with the business Armavel?</p> <p>18 A Computers.</p> <p>19 Q What else?</p> <p>20 A Email.</p> <p>21 Q Anything else?</p> <p>22 A Office supplies.</p> <p>23 Q Anything else?</p> <p>24 A Payroll processing.</p> <p>25 Q Anything else?</p>	<p style="text-align: right;">Page 64</p> <p>1 William Whitman - Confidential</p> <p>2 And then -- but -- and I assumed that.</p> <p>3 I'm trying to figure out -- let's just</p> <p>4 say you charge \$10,000 for developing a</p> <p>5 cybersecurity architecture. What I'm trying to</p> <p>6 understand is:</p> <p>7 How do you get to the number 10,000?</p> <p>8 What things do you take into consideration to</p> <p>9 develop that number?</p> <p>10 A We would estimate the amount of labor</p> <p>11 required.</p> <p>12 Q Okay. What else?</p> <p>13 A Nothing else is coming to mind.</p> <p>14 Q How do you ensure that your revenue</p> <p>15 exceeds your expenses at "Armagen"?</p> <p>16 MR. LYTLE: Object to form.</p> <p>17 Q Or Armavel?</p> <p>18 MR. LYTLE: Object to the form.</p> <p>19 A Can you repeat the question?</p> <p>20 Q Sure.</p> <p>21 A Rephrase?</p> <p>22 Q Sure. How do you ensure that your</p> <p>23 revenues exceed your expenses at Armavel?</p> <p>24 MR. LYTLE: Same objection.</p> <p>25 A We do not.</p>
<p style="text-align: right;">Page 63</p> <p>1 William Whitman - Confidential</p> <p>2 A Probably, but I'm not thinking of</p> <p>3 anything. It's not coming to mind readily.</p> <p>4 Q That's fine.</p> <p>5 What are the sources of revenue for</p> <p>6 Armavel?</p> <p>7 A Services.</p> <p>8 Q What else?</p> <p>9 A That's all.</p> <p>10 Q You indicated, when we were talking</p> <p>11 about developing a cybersecurity architecture, that</p> <p>12 the price you charge is -- is based -- based on</p> <p>13 rates established by the federal government and the</p> <p>14 General Services Administration rates. And then you</p> <p>15 also mentioned existing rates, so rates for similar</p> <p>16 services.</p> <p>17 How do you come up with those rates</p> <p>18 for those similar services? Just kind of walk me</p> <p>19 through developing the -- the rate that you charge.</p> <p>20 A It would be the rate we would charge</p> <p>21 to other customers.</p> <p>22 Q Right. But how do you come up with</p> <p>23 that number, the amount to charge?</p> <p>24 A Based on the GSA rates.</p> <p>25 Q I understood that.</p>	<p style="text-align: right;">Page 65</p> <p>1 William Whitman - Confidential</p> <p>2 Q Do you take any steps to ensure that</p> <p>3 you make a profit?</p> <p>4 A We cannot ensure that we'll make a</p> <p>5 profit.</p> <p>6 Q Well, your objective is to make a</p> <p>7 profit, correct?</p> <p>8 MR. LYTLE: Object to the form.</p> <p>9 A That's one objective.</p> <p>10 Q So I'm asking about:</p> <p>11 In connection with the objective to</p> <p>12 make a profit, what things do you do in running the</p> <p>13 business to facilitate your revenues exceeding your</p> <p>14 expenses?</p> <p>15 MR. LYTLE: Object to the form.</p> <p>16 A We control our costs.</p> <p>17 Q Okay. Is controlling costs the only</p> <p>18 thing that you do in order to generate a profit?</p> <p>19 A It's all that's coming to mind right</p> <p>20 now.</p> <p>21 Q Does the price you set for the</p> <p>22 services you provide have any role whatsoever, in</p> <p>23 your opinion, in whether or not a profit is made?</p> <p>24 MR. LYTLE: Object to the form.</p> <p>25 A Can you rephrase the question, please?</p>

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<p style="text-align: right;">Page 66</p> <p><b>William Whitman - Confidential</b></p> <p>Q Let's assume the estimated amount of labor required to develop the cybersecurity architecture is 100 hours.</p> <p><b>A Okay.</b></p> <p>Q And let's say that the hourly rate for the individuals involved in developing the cybersecurity architecture was \$100 an hour. Okay?</p> <p><b>A Okay.</b></p> <p>Q In your opinion, would it be a smart business practice to charge the customer \$5,000 for that project?</p> <p>MR. LYTLE: Object to the form.</p> <p><b>A It depends.</b></p> <p>Q Okay. What does it depend upon?</p> <p><b>A The interest of the business.</b></p> <p>Q You might be willing to have what you might term a "loss leader." Do you know what that means?</p> <p><b>A Yes.</b></p> <p>(There was a discussion off the record.)</p> <p>Q Okay. What else could it depend upon?</p> <p><b>A In addition to the needs of the business?</b></p>	<p style="text-align: right;">Page 68</p> <p><b>William Whitman - Confidential</b></p> <p>Q Where did you work before Leidos?</p> <p><b>A Nuvention.</b></p> <p>Q So other than working for yourself at Nuvention and working at Leidos and Armavel, have you had any other employment?</p> <p><b>A Yes.</b></p> <p>Q Where?</p> <p><b>A Audio Station.</b></p> <p>Q What is Audio Station?</p> <p><b>A A car audio and electronics business.</b></p> <p>Q Where is that located?</p> <p><b>A Tacoma.</b></p> <p>Q And when did you work there?</p> <p><b>A Approximately 1996.</b></p> <p>Q Just that one year?</p> <p><b>A Yes.</b></p> <p>Q Any other place where you worked?</p> <p><b>A No.</b></p> <p>Q Did you work at a place called Shurpa, S-h-u-r-p-a?</p> <p><b>A I believe so. I was an owner of the company.</b></p> <p>Q When was that?</p> <p><b>A Approximately, 1998.</b></p>
<p style="text-align: right;">Page 67</p> <p><b>William Whitman - Confidential</b></p> <p>Q Correct.</p> <p><b>A Nothing else, just -- just the needs of the business.</b></p> <p>Q And you would agree with me that in that hypothetical the company would not have made a profit on that particular transaction?</p> <p>MR. LYTLE: Object to the form.</p> <p><b>A Yes.</b></p> <p>Q Prior to Armavel, where did you work?</p> <p><b>A Leidos.</b></p> <p>Q How do you spell that?</p> <p><b>A L-e-i-d-o-s.</b></p> <p>Q What did you do at Leidos?</p> <p><b>A Cybersecurity consulting.</b></p> <p>Q What was your title?</p> <p><b>A I believe it was principal cybersecurity architect.</b></p> <p>Q How long did you work there?</p> <p><b>A Approximately, six years.</b></p> <p>Q What years did you work there?</p> <p><b>A Approximately, 2011 through 2016.</b></p> <p>Q Did you have any role in developing the prices charged for services provided at Leidos?</p> <p><b>A No.</b></p>	<p style="text-align: right;">Page 69</p> <p><b>William Whitman - Confidential</b></p> <p>Q What did Shurpa do?</p> <p><b>A It was an internet company.</b></p> <p>Q What services did it provide?</p> <p><b>A None.</b></p> <p>Q None. Okay. Well, what did it sell, if anything?</p> <p><b>A I don't recall.</b></p> <p>Q Well, what did you do there, exactly? What were your responsibilities at Shurpa?</p> <p><b>A I was a founder.</b></p> <p>Q Okay. And what -- what -- what did you do as the founder? Did you interface with customers? Did you have customers?</p> <p><b>A No.</b></p> <p>Q Okay. So you called -- you described it as an internet company. I mean, what aspect of the internet did Shurpa function in?</p> <p>MR. LYTLE: Object to the form.</p> <p><b>A It was to create a product.</b></p> <p>Q What type of product?</p> <p><b>A A web product.</b></p> <p>Q A web product to do what?</p> <p><b>A I don't remember the specifics, but I believe it related to innovation.</b></p>

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Page 70	Page 72
<p>1 William Whitman - Confidential</p> <p>2 Q Did you work for a company called</p> <p>3 Science Applications International Corporation?</p> <p>4 A Yes.</p> <p>5 Q When did you work there?</p> <p>6 A Approximately, 2011.</p> <p>7 Q How long did you work there?</p> <p>8 A Approximately, three years.</p> <p>9 Q What did you do there? What was your</p> <p>10 job?</p> <p>11 A I was a cybersecurity consultant.</p> <p>12 Q So you were working at Leidos during</p> <p>13 the same period you were working at SAIC?</p> <p>14 A No.</p> <p>15 Q Okay. You testified previously that</p> <p>16 you were at Leidos from 2011 to 2016. That was your</p> <p>17 testimony. And then when I asked you about SAIC,</p> <p>18 you said you were there in 2011 for three years. So</p> <p>19 I'm trying to reconcile the two.</p> <p>20 A Okay.</p> <p>21 Q So which one were you at in 2011,</p> <p>22 Leidos or SAIC?</p> <p>23 MR. LYTLE: Object to the form.</p> <p>24 A I believe it was SAIC.</p> <p>25 Q And you believe you were at SAIC for</p>	<p>1 William Whitman - Confidential</p> <p>2 MR. LYTLE: Object to the form.</p> <p>3 Q What business was that?</p> <p>4 A Anderson Ellis.</p> <p>5 Q What was Anderson Ellis?</p> <p>6 A A limited liability company.</p> <p>7 Q What did Anderson Ellis do?</p> <p>8 A Computer services.</p> <p>9 Q Were you the only member of the LLC,</p> <p>10 Anderson Ellis?</p> <p>11 A Yes.</p> <p>12 Q When did Anderson Ellis operate?</p> <p>13 A I don't remember.</p> <p>14 Q Was Anderson Ellis profitable?</p> <p>15 A I don't remember.</p> <p>16 Q Was your objective for Anderson Ellis</p> <p>17 to be profitable?</p> <p>18 A Yes.</p> <p>19 [REDACTED]</p> <p>20 [REDACTED]</p> <p>21 [REDACTED]</p> <p>22 [REDACTED]</p> <p>23 [REDACTED]</p> <p>24 [REDACTED]</p> <p>25 [REDACTED]</p>
Page 71	Page 73
<p>1 William Whitman - Confidential</p> <p>2 three years; is that correct?</p> <p>3 A Yes.</p> <p>4 Q Okay. That will get us to 2014.</p> <p>5 MR. LYTLE: Object to the form, to the</p> <p>6 extent that's a question.</p> <p>7 Q So you testified previously that you</p> <p>8 were at Leidos from 2011 to 2016. So do you believe</p> <p>9 that to still be accurate or true, or should it be</p> <p>10 changed to a different date?</p> <p>11 MR. LYTLE: Object to the form.</p> <p>12 A I believe it's true.</p> <p>13 Q Did you work for Jefferson Prime</p> <p>14 Financial Corporation?</p> <p>15 A No.</p> <p>16 Q Did you do any consulting work for</p> <p>17 Jefferson Prime Financial Corporation?</p> <p>18 A I don't recall.</p> <p>19 Q Did you do any consulting for Anderson</p> <p>20 Ellis, LLC?</p> <p>21 A I don't recall.</p> <p>22 Q Other than Nuvention and Shurpa, did</p> <p>23 you have any other businesses that you would</p> <p>24 describe as your own?</p> <p>25 A Yes.</p>	<p>1 William Whitman - Confidential</p> <p>2 [REDACTED]</p> <p>3 [REDACTED] hip</p> <p>4 [REDACTED]</p> <p>5 [REDACTED]</p> <p>6 Q What else?</p> <p>7 A Jefferson Prime Financial.</p> <p>8 Q What did Jefferson Prime Financial do?</p> <p>9 A It was a mortgage company.</p> <p>10 Q Were you the only individual who had</p> <p>11 an ownership interest in Jefferson Prime Financial</p> <p>12 Corporation?</p> <p>13 A Yes.</p> <p>14 Q What did the company do?</p> <p>15 A It was a mortgage business.</p> <p>16 Q Was it mortgages for homes, for</p> <p>17 businesses? Describe for me what mortgages</p> <p>18 Jefferson Prime Financial Corporation was involved</p> <p>19 in.</p> <p>20 A I don't believe it was a corporation.</p> <p>21 Q Okay. What is your recollection of</p> <p>22 the corporate structure of Jefferson Prime?</p> <p>23 A I believe it was an LLC.</p> <p>24 Q Okay. So what mortgage business was</p> <p>25 Jefferson Prime in? Residential mortgage? What</p>

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<p>1 William Whitman - Confidential</p> <p>2 type of mortgages?</p> <p>3 MR. LYTLE: Object to the form.</p> <p>4 <b>A It sold or brokered residential</b></p> <p>5 <b>mortgages.</b></p> <p>6 Q What years was Jefferson Prime</p> <p>7 Financial in operation?</p> <p>8 <b>A I believe 2007 and 2008.</b></p> <p>9 Q Did Jefferson Prime Financial make a</p> <p>10 profit?</p> <p>11 <b>A I don't remember.</b></p> <p>12 Q What qualifications did you have to be</p> <p>13 in the business of brokering or selling residential</p> <p>14 mortgages?</p> <p>15 MR. LYTLE: Object to the form.</p> <p>16 <b>A I was an entrepreneur.</b></p> <p>17 Q Did you have any training in</p> <p>18 connection with the brokering or selling of</p> <p>19 residential mortgages?</p> <p>20 MR. LYTLE: Object to the form.</p> <p>21 <b>A No.</b></p> <p>22 Q Are there any other businesses that</p> <p>23 you had an ownership interest in that I've not</p> <p>24 previously identified today in the deposition?</p> <p>25 <b>A Yes.</b></p>	<p>1 William Whitman - Confidential</p> <p>2 Mr. Whitman, correct? You said that multiple times,</p> <p>3 correct?</p> <p>4 <b>A Yes. Yes, correct.</b></p> <p>5 Q You don't go into business to lose</p> <p>6 money; do you?</p> <p>7 <b>A No.</b></p> <p>8 Q You go into business to make money,</p> <p>9 correct?</p> <p>10 <b>A Yes.</b></p> <p>11 Q And your objective in running a</p> <p>12 business is for that business to be profitable,</p> <p>13 correct?</p> <p>14 <b>A That's one objective, yes.</b></p> <p>15 Q Okay. What's another objective?</p> <p>16 <b>A To do good.</b></p> <p>17 Q Okay. Any other objectives?</p> <p>18 <b>A To provide jobs.</b></p> <p>19 Q Okay. Anything else?</p> <p>20 <b>A To have fun.</b></p> <p>21 Q Okay. Anything else?</p> <p>22 <b>A Nothing that I can think of right now.</b></p> <p>23 Q Okay. And as you stated, one of the</p> <p>24 objectives may to be make a profit. In order to</p> <p>25 achieve that objective of making a profit, the</p>
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<p>1 William Whitman - Confidential</p> <p>2 Q What are the names of those companies?</p> <p>3 <b>A Whitman Computer Services.</b></p> <p>4 Q Were you the only individual with an</p> <p>5 ownership interest in Whitman Computer Services?</p> <p>6 <b>A Yes.</b></p> <p>7 Q What years was Whitman Computer</p> <p>8 Services in operation?</p> <p>9 <b>A Approximately, 1998 and a part of</b></p> <p>10 <b>1999.</b></p> <p>11 Q And what did Whitman Computer Services</p> <p>12 do?</p> <p>13 <b>A Provided computer services.</b></p> <p>14 Q Is that repair of computers? What</p> <p>15 precisely -- identify the types of computer services</p> <p>16 that were provided by Whitman Computer Services.</p> <p>17 <b>A Is the question, identify the types of</b></p> <p>18 <b>services that Whitman Computer Services did?</b></p> <p>19 Q Yes.</p> <p>20 <b>A Computer consulting, computer</b></p> <p>21 <b>networking, and computer repair.</b></p> <p>22 Q Did Whitman Computer Services make a</p> <p>23 profit?</p> <p>24 <b>A I don't remember.</b></p> <p>25 Q Now, you're an entrepreneur,</p>	<p>1 William Whitman - Confidential</p> <p>2 company's revenues must exceed its expenses and</p> <p>3 costs; is that correct?</p> <p>4 <b>A In a given time period, yes.</b></p> <p>5 Q I mean, the company can't operate at a</p> <p>6 loss and be profitable, correct?</p> <p>7 MR. LYTLE: Object to form.</p> <p>8 <b>A I don't think that's correct.</b></p> <p>9 Q Okay. How is what I said not correct?</p> <p>10 <b>A A company can be not profitable for a</b></p> <p>11 <b>period of time and then to be profitable for another</b></p> <p>12 <b>period of time and be considered profitable.</b></p> <p>13 Q Sure. Okay.</p> <p>14 But for a specific period of time --</p> <p>15 let's just say a year -- at the end of the year of</p> <p>16 the business's operation, if the expenses and costs</p> <p>17 of running the business for that year exceed the</p> <p>18 revenue generated by the business, in that specific</p> <p>19 year the company did not make a profit, correct?</p> <p>20 MR. LYTLE: Object to the form.</p> <p>21 <b>A Did not make a monetary profit,</b></p> <p>22 <b>correct.</b></p> <p>23 Q When did you first get any form of</p> <p>24 insurance on your own, Mr. Whitman, auto, renter's,</p> <p>25 whatever?</p>

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<p style="text-align: right;">Page 78</p> <p>1 William Whitman - Confidential</p> <p>2 A Can you under -- help me understand</p> <p>3 "on your own"?</p> <p>4 Q Sure, sure. Where you were paying for</p> <p>5 the insurance yourself, as opposed to your parents</p> <p>6 paying for it, when is the first time you as an</p> <p>7 adult purchased any form of insurance?</p> <p>8 A Probably around 2018 -- I mean</p> <p>9 twenty -- sorry.</p> <p>10 Probably around 1998, when I turned</p> <p>11 18.</p> <p>12 Q Okay. In 1998, when you turned 18,</p> <p>13 what was the first type of insurance that you</p> <p>14 purchased?</p> <p>15 A Car insurance.</p> <p>16 Q Who was that car insurance with?</p> <p>17 A State Farm.</p> <p>18 Q Why did you select State Farm for your</p> <p>19 car insurance?</p> <p>20 A Because my parents used it.</p> <p>21 Q Did you speak with an agent prior to</p> <p>22 deciding to purchase car insurance with State Farm?</p> <p>23 A I don't remember.</p> <p>24 Q Did you do any research regarding</p> <p>25 options for car insurance prior to purchasing car</p>	<p style="text-align: right;">Page 80</p> <p>1 William Whitman - Confidential</p> <p>2 A If my ability to be paid on claims</p> <p>3 that I make requires the company to be solvent,</p> <p>4 then, yes.</p> <p>5 Q After getting auto insurance with</p> <p>6 State Farm in 1998, was there any other insurance,</p> <p>7 other than the life insurance that's the subject of</p> <p>8 this litigation, that you purchased from anyone, not</p> <p>9 necessarily State Farm?</p> <p>10 A Was the question in 1998?</p> <p>11 Q I'm trying to just get an</p> <p>12 understanding of your purchases of insurance. And I</p> <p>13 think you said your first time purchasing was in</p> <p>14 1998, and it was auto insurance. So I'm trying to</p> <p>15 find out if there is any other insurance after you</p> <p>16 purchased the auto insurance with State Farm, but</p> <p>17 prior to the life insurance purchase that is the</p> <p>18 subject of this litigation.</p> <p>19 Is there any other insurance that you</p> <p>20 purchased during that time period?</p> <p>21 A Not that I recall.</p> <p>22 Q Do you know what underwriting is?</p> <p>23 A I think I understand underwriting in</p> <p>24 layman's terms.</p> <p>25 Q Okay. Tell me what your understanding</p>
<p style="text-align: right;">Page 79</p> <p>1 William Whitman - Confidential</p> <p>2 insurance with State Farm?</p> <p>3 A I don't recall.</p> <p>4 Q In deciding what insurance company to</p> <p>5 purchase insurance with, is the financial strength</p> <p>6 of the insurance company important?</p> <p>7 MR. LYTLE: Object to form.</p> <p>8 A Can you rephrase the question?</p> <p>9 Q Sure. Sure. In deciding where to</p> <p>10 purchase insurance, such as auto insurance, is the</p> <p>11 financial strength of the company an important</p> <p>12 factor in determining which insurance company to --</p> <p>13 to go with?</p> <p>14 MR. LYTLE: Same objection.</p> <p>15 A I don't know.</p> <p>16 Q Well, you want the insurance company</p> <p>17 to be solvent should you have a claim --</p> <p>18 (There was a discussion off the</p> <p>19 record.)</p> <p>20 Q Mr. Whitman, you would want the</p> <p>21 insurance company insuring you to be financially</p> <p>22 solvent so that, if you do make a claim, the company</p> <p>23 has the financial means to pay that claim out,</p> <p>24 correct?</p> <p>25 MR. LYTLE: Object to the form.</p>	<p style="text-align: right;">Page 81</p> <p>1 William Whitman - Confidential</p> <p>2 of underwriting is in layman's terms.</p> <p>3 A I believe it's a review of a -- of an</p> <p>4 insurance application prior to issuance.</p> <p>5 Q Is it your understanding that, as part</p> <p>6 of the underwriting process, the applicant for</p> <p>7 insurance is asked questions?</p> <p>8 A Yes.</p> <p>9 Q And is it your understanding that, as</p> <p>10 part of the underwriting process, some of the</p> <p>11 questions asked are regarding the applicant's health</p> <p>12 history?</p> <p>13 MR. LYTLE: Object to the form.</p> <p>14 A Can you rephrase the question?</p> <p>15 Q Sure. You understand, don't you,</p> <p>16 that, as part of the underwriting process, when you</p> <p>17 apply for insurance, you are asked questions about</p> <p>18 your health history in connection with life</p> <p>19 insurance?</p> <p>20 A Yes.</p> <p>21 Q And is it your understanding that, as</p> <p>22 part of the underwriting process when you apply for</p> <p>23 life insurance, that you are asked questions about</p> <p>24 any medical conditions you may have?</p> <p>25 A Yes.</p>

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82 to 85

<p style="text-align: right;">Page 82</p> <p><b>William Whitman - Confidential</b></p> <p>Q And is it your understanding that, as part of the underwriting process for life insurance, that you're asked questions about your lifestyle and the types of activities that you are engaged in?</p> <p><b>A I believe I've seen that. Yes.</b></p> <p>Q And is it your understanding, as part of the underwriting process for life insurance, that you may -- you may be asked to undergo a medical examination such as giving blood?</p> <p><b>A Yes.</b></p> <p>Q Do you have any understanding of why, as part of the life insurance application process, that you are asked to provide information regarding health history, medical conditions, lifestyle activities, and blood work?</p> <p><b>A I believe I have a layman's understanding.</b></p> <p>Q What is your layman's understanding of why that information is asked for?</p> <p><b>A I believe it's to assess the applicant's health.</b></p> <p>Q And why -- what is your understanding of why assessing the applicant's health would be needed by the insurance company in connection with</p>	<p style="text-align: right;">Page 84</p> <p><b>William Whitman - Confidential</b></p> <p>Q And that's because you believed that, as a younger person your health would be essentially better than applying for life insurance as a 40-year-old, essentially; is that fair to say?</p> <p>MR. LYTLE: Object to the form.</p> <p><b>A I -- I don't remember.</b></p> <p>Q Well, you said -- I mean, why would you apply for life insurance when you're younger. You said, you know, you thought it would be better to apply for life insurance when you were younger. Why is that?</p> <p><b>A Yeah, I don't remember why I thought that at the time.</b></p> <p>Q You were not married at the time that you made an application for life insurance with State Farm in 2001, correct?</p> <p><b>A Correct.</b></p> <p>Q You did not have any children at the time; is that correct?</p> <p><b>A Correct.</b></p> <p>Q What about your debts at that time when you applied for life insurance? Did you have debt at the time that you applied for life insurance?</p>
<p style="text-align: right;">Page 83</p> <p><b>William Whitman - Confidential</b></p> <p>life insurance?</p> <p><b>A I believe it's to help establish the likelihood of a claim.</b></p> <p><b>I'm not sure if I'm using the right terminology.</b></p> <p>Q That's okay. I just want your understanding.</p> <p><b>A Sure.</b></p> <p>Q Now, in 2001, you made an application for life insurance with State Farm Life Insurance Company.</p> <p>Do you recall that?</p> <p><b>A Vaguely.</b></p> <p>Q Do you recall why in 2001 you were interested in purchasing life insurance?</p> <p><b>A Vaguely. I do vaguely.</b></p> <p>Q Tell me why, what you can recall.</p> <p><b>A I thought I was being proactive and financially responsible.</b></p> <p>Q What were you trying to be proactive for?</p> <p><b>A I thought, if I applied and got life insurance while I was younger, that it would be more affordable.</b></p>	<p style="text-align: right;">Page 85</p> <p><b>William Whitman - Confidential</b></p> <p><b>A Not that I recall.</b></p> <p>Q You said that you recall one of the reasons that you were interested in life assurance is -- life insurance, because you wanted to be financially responsible.</p> <p>So I'm trying to understand: What were you trying to be financially responsible for at age 20 in applying for life insurance?</p> <p>MR. LYTLE: Object to the form.</p> <p><b>A What is the question?</b></p> <p>Q Sure. You gave an answer indicating that there were two reasons that you recall applying for life insurance in 2001. You said you thought you were being proactive, and you thought you were being financially responsible.</p> <p>I'm trying to understand how you felt applying for life insurance in 2001 was financially responsible.</p> <p><b>A I don't remember.</b></p> <p>Q Did you talk to anyone regarding your decision to apply for life insurance?</p> <p><b>A I don't remember.</b></p> <p>Q Did you talk to your father about your</p>



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86 to 89

<p style="text-align: right;">Page 86</p> <p>1 William Whitman - Confidential</p> <p>2 decision to apply for life insurance?</p> <p>3 MR. LYTLE: Object to the form.</p> <p>4 <b>A I don't remember.</b></p> <p>5 Q Did you do any research into the</p> <p>6 different types of life insurance in 2001?</p> <p>7 <b>A I don't recall.</b></p> <p>8 Q Did you consider doing anything other</p> <p>9 than purchasing life insurance in 2001 as a means of</p> <p>10 being proactive or financially responsible?</p> <p>11 MR. LYTLE: Object to the form.</p> <p>12 <b>A I don't remember.</b></p> <p>13 Q You don't recall whether or not you</p> <p>14 thought to yourself, "Maybe I'll invest in the stock</p> <p>15 market to be proactive and financially responsible"?</p> <p>16 MR. LYTLE: Object to the form.</p> <p>17 Q Was that something you considered?</p> <p>18 MR. LYTLE: Same objection.</p> <p>19 <b>A I don't remember.</b></p> <p>20 Q Can you recall any objective that you</p> <p>21 had when you first decided to purchase life</p> <p>22 insurance?</p> <p>23 MR. LYTLE: Object to the form.</p> <p>24 <b>A Yes.</b></p> <p>25 Q What objective did you have?</p>	<p style="text-align: right;">Page 88</p> <p>1 William Whitman - Confidential</p> <p>2 <b>A Can you rephrase the question?</b></p> <p>3 Q I asked you what "maximizing financial</p> <p>4 health" meant, and you indicated that your objective</p> <p>5 was to take care of your family and your family's</p> <p>6 financial needs.</p> <p>7 I then asked you -- in 2001, when you</p> <p>8 applied for insurance with State Farm, you had no</p> <p>9 wife and no kids. And, therefore, I asked you:</p> <p>10 What family were you trying to take</p> <p>11 care of in 2001 when you applied for life insurance</p> <p>12 with State Farm?</p> <p>13 MR. LYTLE: Object to the form.</p> <p>14 <b>A You asked me what the definition meant</b></p> <p>15 <b>now, and I said to take care of myself and my</b></p> <p>16 <b>family, I believe. I wasn't married in 2001.</b></p> <p>17 Q Right. So I'm trying to understand:</p> <p>18 What was your objective in purchasing</p> <p>19 life insurance in 2001?</p> <p>20 MR. LYTLE: Object to the form.</p> <p>21 <b>A I don't recall.</b></p> <p>22 MR. LYTLE: It's been asked and</p> <p>23 answered.</p> <p>24 <b>THE WITNESS: Okay.</b></p> <p>25 MR. LYTLE: You can answer again.</p>
<p style="text-align: right;">Page 87</p> <p>1 William Whitman - Confidential</p> <p>2 <b>A Whether it was right or not, I think</b></p> <p>3 <b>it was because I thought it was financially</b></p> <p>4 <b>responsible.</b></p> <p>5 Q What do you mean by "financially</p> <p>6 responsible"?</p> <p>7 <b>A I don't remember what I thought it</b></p> <p>8 <b>meant at the time, but -- but I just have a vague</b></p> <p>9 <b>recollection that that was the -- the idea.</b></p> <p>10 Q Well, what do you think the term</p> <p>11 "financially responsible" means now?</p> <p>12 <b>A I think it means to maximize my</b></p> <p>13 <b>financial health over a period of time.</b></p> <p>14 Q When you say "maximize your financial</p> <p>15 health," again, what are -- what is it that you're</p> <p>16 trying to accomplish?</p> <p>17 Are you trying to save money? Are you</p> <p>18 trying to make money? What -- what is it that</p> <p>19 "maximizing financial health" means to you?</p> <p>20 MR. LYTLE: Object to the form.</p> <p>21 <b>A It means to be able to take care of</b></p> <p>22 <b>my -- my family and my family's financial needs.</b></p> <p>23 Q So what family were you trying to take</p> <p>24 care of in 2001 when you had no wife and no kids?</p> <p>25 MR. LYTLE: Object to the form.</p>	<p style="text-align: right;">Page 89</p> <p>1 William Whitman - Confidential</p> <p>2 <b>A Yeah. I don't recall.</b></p> <p>3 Q Do you recall applying for insurance</p> <p>4 in 2001?</p> <p>5 <b>A Vaguely, yes.</b></p> <p>6 Q Do you recall whether or not you met</p> <p>7 with an agent at the time you applied for life</p> <p>8 insurance with State Farm?</p> <p>9 <b>A Yes.</b></p> <p>10 Q Who did you meet with?</p> <p>11 <b>A I believe it was Kevin Olive.</b></p> <p>12 Q Did you know Kevin Olive before you</p> <p>13 met him for purposes of applying for life insurance?</p> <p>14 MR. LYTLE: Object to the form.</p> <p>15 <b>A Yes.</b></p> <p>16 Q How did you know Kevin Olive?</p> <p>17 <b>A He was our family's insurance agent.</b></p> <p>18 Q How long had you known Kevin Olive at</p> <p>19 the time that you applied for life insurance with</p> <p>20 State Farm?</p> <p>21 <b>A Probably two years or so.</b></p> <p>22 Q Was Kevin Olive the agent for your</p> <p>23 father, Thomas Whitman?</p> <p>24 <b>A Yes. I believe so.</b></p> <p>25 Q Did your father -- did you discuss</p>



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90 to 93

<p style="text-align: right;">Page 90</p> <p>1 William Whitman - Confidential</p> <p>2 purchasing life insurance with your father?</p> <p>3 MR. LYTLE: Object to the form.</p> <p>4 A I don't believe so.</p> <p>5 Q Did you reach out to Kevin Olive</p> <p>6 regarding your interest in life insurance?</p> <p>7 A I don't recall.</p> <p>8 Q How did Kevin Olive become the agent</p> <p>9 with whom you made an application for life insurance</p> <p>10 with State Farm?</p> <p>11 A Kevin Olive was my car insurance</p> <p>12 agent.</p> <p>13 Q Okay. So when you decided that you</p> <p>14 were interested in life insurance, did you contact</p> <p>15 Kevin Olive?</p> <p>16 MR. LYTLE: Object to the form.</p> <p>17 A I -- I don't remember.</p> <p>18 Q Do you recall having any conversations</p> <p>19 with Kevin Olive regarding making an application for</p> <p>20 life insurance with State Farm?</p> <p>21 A Yes.</p> <p>22 Q Where did those conversations take</p> <p>23 place?</p> <p>24 A In Kevin Olive's office.</p> <p>25 Q What did you and Mr. Olive discuss</p>	<p style="text-align: right;">Page 92</p> <p>1 William Whitman - Confidential</p> <p>2 an insurance component and some kind of savings</p> <p>3 component, in my layman terms.</p> <p>4 And I'm sorry. I may need another</p> <p>5 quick break.</p> <p>6 MS. DAWSON: No. That's fine. And we</p> <p>7 will also take a break for lunch.</p> <p>8 So let me ask Mr. Lytle and you,</p> <p>9 Mr. Whitman, what you would like to do in</p> <p>10 connection with that since it is 1:09.</p> <p>11 MR. LYTLE: I will -- I mean, I'm fine</p> <p>12 with that. I assumed we'd be taking a lunch</p> <p>13 break at some point. I'll leave it to those</p> <p>14 for whom it is about ten after 1:00 instead of</p> <p>15 ten after 12:00 to decide whether now is a</p> <p>16 good time to do that.</p> <p>17 Mr. Whitman, are you -- are you</p> <p>18 wanting to take a break for lunch now, or do</p> <p>19 we want to keep going for a little bit and</p> <p>20 then take a lunch break?</p> <p>21 MS. DAWSON: I mean, we can have a</p> <p>22 restroom break, come back, do some more</p> <p>23 questions and then take a lunch break,</p> <p>24 whatever you'd like to do.</p> <p>25 THE WITNESS: Okay. How long would</p>
<p style="text-align: right;">Page 91</p> <p>1 William Whitman - Confidential</p> <p>2 about life insurance?</p> <p>3 A I believe we discussed the universal</p> <p>4 life insurance policy.</p> <p>5 Q Did you have a discussion about your</p> <p>6 life insurance needs?</p> <p>7 A I don't remember.</p> <p>8 Q Did you and Mr. Olive talk about</p> <p>9 different types of life insurance, such as term</p> <p>10 life, universal life, and other forms of life</p> <p>11 insurance?</p> <p>12 A I believe we only talked about</p> <p>13 universal life.</p> <p>14 Q Do you know what term life insurance</p> <p>15 is?</p> <p>16 A Yes.</p> <p>17 Q What is it?</p> <p>18 A It's a life insurance policy that</p> <p>19 lasts or is in effect for a specific term of time.</p> <p>20 Q Do you know what the difference is</p> <p>21 between term life and universal life?</p> <p>22 A I'm not an expert.</p> <p>23 Q Well, what is your understanding of</p> <p>24 the difference between the two?</p> <p>25 A I understand that universal life has</p>	<p style="text-align: right;">Page 93</p> <p>1 William Whitman - Confidential</p> <p>2 the lunch break be?</p> <p>3 MR. LYTLE: It varies.</p> <p>4 THE WITNESS: Could be quick,</p> <p>5 30 minutes? I mean, could it be a short lunch</p> <p>6 break?</p> <p>7 MS. DAWSON: It could be a short lunch</p> <p>8 break. That's fine.</p> <p>9 THE WITNESS: Okay.</p> <p>10 MR. LYTLE: Why don't we take a -- why</p> <p>11 don't we take a 30-minute lunch now.</p> <p>12 THE WITNESS: I'm good with that.</p> <p>13 THE VIDEOGRAPHER: Stand by.</p> <p>14 This marks the end of media unit</p> <p>15 number three. We are off the record at</p> <p>16 1:10 p.m.</p> <p>17 (A lunch recess was taken.)</p> <p>18 THE VIDEOGRAPHER: This marks the</p> <p>19 beginning of media unit number four. We are</p> <p>20 back on the record at 1:40 p.m.</p> <p>21 CONTINUED DIRECT EXAMINATION</p> <p>22 BY MS. DAWSON:</p> <p>23 Q Mr. Whitman, I'd like you to go to</p> <p>24 your notebook and go to Tab 7, which is</p> <p>25 Defendant's Exhibit Number 7.</p>

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94 to 97

<p style="text-align: right;">Page 94</p> <p>1 William Whitman - Confidential</p> <p>2 (Exhibit No. Defendant's 7, William</p> <p>3 Whitman's Application of Life Insurance With</p> <p>4 State Farm, date signed 1/16/01, Bates Nos.</p> <p>5 SFLIC-W 207329 to 241, Document is marked by</p> <p>6 the reporter for identification.)</p> <p>7 <b>A Okay. Just give me one moment,</b></p> <p>8 <b>please.</b></p> <p>9 (There was a discussion off the</p> <p>10 record.)</p> <p>11 Q Okay. Mr. Whitman, have you found</p> <p>12 Defendant's Exhibit Number 7 behind Tab 7?</p> <p>13 <b>A Yes.</b></p> <p>14 Q Okay. Mr. Whitman, I'm showing you</p> <p>15 what's -- what's been marked as Defendant's Exhibit</p> <p>16 Number 7.</p> <p>17 Do you recognize this document?</p> <p>18 <b>A Not -- I'm not intimately familiar,</b></p> <p>19 <b>but I -- recognize it as an application for life</b></p> <p>20 <b>insurance.</b></p> <p>21 Q All right. If you go to the Bates No.</p> <p>22 SFLIC-W-0000207241, which is the third page. Do you</p> <p>23 see where there are signatures there where it says</p> <p>24 "Signature of proposed insured"?</p> <p>25 <b>A Yes.</b></p>	<p style="text-align: right;">Page 96</p> <p>1 William Whitman - Confidential</p> <p>2 Q Okay. And then you see the question:</p> <p>3 "Have you used tobacco in any form in</p> <p>4 the last 12 months?"</p> <p>5 And you answered no. Was that</p> <p>6 truthful at the time you answered it?</p> <p>7 <b>A Yes. I believe so.</b></p> <p>8 Q Next, it says:</p> <p>9 "Occupation: Computer technology,</p> <p>10 employer Shurpa Corporation."</p> <p>11 Was it accurate in 2001 when you</p> <p>12 completed this application that you were working for</p> <p>13 Shurpa Corporation in the field of computer</p> <p>14 technology?</p> <p>15 <b>A Yeah, apparently. I don't recall</b></p> <p>16 <b>exactly where -- where I was working then, but</b></p> <p>17 <b>that's what it says here on that paper.</b></p> <p>18 Q All right. And it asks next about job</p> <p>19 duties and whether or not your job at Shurpa fell</p> <p>20 into one of the following hazardous categories, and</p> <p>21 you answered no.</p> <p>22 Do you see that?</p> <p>23 <b>A Yes.</b></p> <p>24 Q And was that correct at the time?</p> <p>25 <b>A Yes. As far as I remember, yes.</b></p>
<p style="text-align: right;">Page 95</p> <p>1 William Whitman - Confidential</p> <p>2 Q Is that your signature?</p> <p>3 <b>A Yes, I believe so.</b></p> <p>4 Q So let's go back to page one of</p> <p>5 Defendant's Exhibit Number 7.</p> <p>6 You see up at the top, on the</p> <p>7 left-hand side it says:</p> <p>8 "Proposed insured, Mr. Whitman,</p> <p>9 William T."</p> <p>10 That's you, correct?</p> <p>11 <b>A Yes.</b></p> <p>12 Q Sure. And do you see that that</p> <p>13 mailing address there is 210 East 63rd Street,</p> <p>14 Tacoma, Washington 98404?</p> <p>15 <b>A Yes.</b></p> <p>16 Q And was that your mailing address at</p> <p>17 the time?</p> <p>18 <b>A Apparently, yes.</b></p> <p>19 Q And when this application was</p> <p>20 completed, it states:</p> <p>21 "Male age 20."</p> <p>22 Is that your recollection of your age</p> <p>23 when you applied for insurance, life insurance with</p> <p>24 State Farm?</p> <p>25 <b>A Yeah. That sounds right.</b></p>	<p style="text-align: right;">Page 97</p> <p>1 William Whitman - Confidential</p> <p>2 Q Next, if you go down, you see where it</p> <p>3 says "basic plan universal life" and an amount of</p> <p>4 \$500,000.</p> <p>5 Do you see that?</p> <p>6 <b>A Yes.</b></p> <p>7 Q Why did you want \$500,000 of coverage?</p> <p>8 <b>A I don't recall. It may have been what</b></p> <p>9 <b>the agent suggested.</b></p> <p>10 Q Do you recall specifically Kevin Olive</p> <p>11 suggesting to you \$500,000 for the amount of</p> <p>12 coverage?</p> <p>13 <b>A Not the specific amount.</b></p> <p>14 Q And if Kevin Olive said that, no, he</p> <p>15 did not suggest an amount of coverage and that it</p> <p>16 was you, Mr. Whitman, who asked for \$500,000 in</p> <p>17 coverage, would you have any reason to doubt him?</p> <p>18 MR. LYTLE: Object to the form.</p> <p>19 <b>A Can you repeat the question?</b></p> <p>20 Q Sure. If Kevin Olive said that the</p> <p>21 amount of coverage selected at \$500,000 was your</p> <p>22 choice and was not recommended by him, would you</p> <p>23 have any reason to doubt Mr. Olive's recollection?</p> <p>24 MR. LYTLE: Same objection.</p> <p>25 <b>A Yes.</b></p>

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98 to 101

<p style="text-align: right;">Page 98</p> <p><b>William Whitman - Confidential</b></p> <p>Q Why? What would be your basis to doubt Mr. Olive's recollection -- because you said time and time again, Mr. Whitman, that you can't recall what your conversations were with Mr. Olive.</p> <p>So in light of that, what is your basis for saying that you would doubt Mr. Olive's recollection --</p> <p>MR. LYTLE: Object to the form.</p> <p>Q -- of those conversations?</p> <p>MR. LYTLE: Same objection.</p> <p>A Well, I do believe I remember elements of the conversation. I don't believe I said I don't remember any discussion at all with Kevin Olive.</p> <p>Q Okay. Well, tell me which elements of the conversation you recall with him, every single one.</p> <p>MR. LYTLE: Object to the form.</p> <p>A Can you help me understand the -- the question? Tell you what?</p> <p>Q You just said that you recalled elements of the conversation with Kevin Olive; and prior to the lunch break, you said you couldn't remember. So I want to hear now what elements of the conversation, your conversations with</p>	<p style="text-align: right;">Page 100</p> <p><b>William Whitman - Confidential</b></p> <p>telling you about universal life?</p> <p>A I believe he discussed the growth of the policy, that it would -- that it would grow substantially over time.</p> <p>Q How did Kevin Olive tell you that the universal life policy would grow over time?</p> <p>A He told me there were -- there was some minimum percentage of growth that it would -- that it would have over time.</p> <p>Q What did he tell you about the percentage of growth?</p> <p>Did he tell you a number?</p> <p>A I don't remember specifically. But he had a printout that showed the different supposed values in the -- in the years as the policy gets, you know, older.</p> <p>Q What else did Kevin Olive tell you about universal life?</p> <p>A Nothing -- nothing that I can recall additionally.</p> <p>Q So you can recall Kevin Olive talking about the advantages of universal life based on savings, growth of the policy, percentage growth over time, and you recall a printout that</p>
<p style="text-align: right;">Page 99</p> <p><b>William Whitman - Confidential</b></p> <p>Kevin Olive, you recall in connection with the application for insurance.</p> <p>A I believe before the lunch break there were elements that I didn't remember, but I don't think I said there -- there were no elements I could remember.</p> <p>Q Okay. Well, tell me which elements that you can remember.</p> <p>A I remember the -- his discussion about universal life. I remember -- I remember him having some things to say about universal life.</p> <p>Q What things did he have to say about universal life? Tell me, please.</p> <p>MR. LYTLE: Object to the form. You can just ask the question, Counsel. You don't need to finish it off with an argumentative statement.</p> <p>A Can you repeat the question, please?</p> <p>Q Sure. Tell me, what did Kevin Olive discuss with you about universal life?</p> <p>A I believe he indicated that universal life had advantages based on the savings portion of the policy.</p> <p>Q What else do you recall Kevin Olive</p>	<p style="text-align: right;">Page 101</p> <p><b>William Whitman - Confidential</b></p> <p>Kevin Olive provided of the value of the policy; is that correct?</p> <p>A I don't know if it was a printout or something on the computer screen.</p> <p>Q Something on the screen.</p> <p>Any other things that you can recall Kevin Olive discussing with you regarding universal life?</p> <p>A He talked about the loan, ability to take out loans against the policy.</p> <p>Q What else did you and Kevin discuss about universal life?</p> <p>A Nothing else that can I recollect right now.</p> <p>Q Did you talk about premium flexibility?</p> <p>A I don't remember.</p> <p>Q Did you talk about the death benefit?</p> <p>A Don't -- don't recall.</p> <p>Q Did you talk about a guaranteed 4 percent interest rate?</p> <p>A There was some talk of some guaranteed interest rate. I don't recall what the percentage was.</p>

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102 to 105

<p style="text-align: right;">Page 102</p> <p>1 William Whitman - Confidential</p> <p>2 Q Did you talk about cash value?</p> <p>3 A Cash value? Probably insofar as</p> <p>4 that's the growth of the -- of the value that I was</p> <p>5 referencing earlier, presumably. But I may be</p> <p>6 misunderstanding. I'm not an insurance expert, by</p> <p>7 any means.</p> <p>8 Q Did you talk about cost of insurance?</p> <p>9 A I don't think so.</p> <p>10 Q On Exhibit Number 7, do you see where</p> <p>11 it says "plan premium \$175"?</p> <p>12 A Yes.</p> <p>13 Q Why did you select \$175 as your plan</p> <p>14 premium?</p> <p>15 MR. LYTLE: Object to the form.</p> <p>16 A I don't remember.</p> <p>17 Q Where it says "death benefit</p> <p>18 option 1," why did you select death benefit</p> <p>19 option 1?</p> <p>20 MR. LYTLE: Object to the form.</p> <p>21 A I'm sorry. I don't -- I don't</p> <p>22 remember.</p> <p>23 Q Now, if you go down towards the middle</p> <p>24 of the page, it asks a number of questions, whether</p> <p>25 or not you have personal or business life insurance</p>	<p style="text-align: right;">Page 104</p> <p>1 William Whitman - Confidential</p> <p>2 "Have you in the last three years, or</p> <p>3 plan to in the next six months, flown" -- and it</p> <p>4 specifically says -- "as a pilot, crew member, or</p> <p>5 student pilot, aircraft," and it outlines "airplane,</p> <p>6 helicopter, glider, ultralight?"</p> <p>7 And you answered no. Was that</p> <p>8 accurate and correct at the time you gave it?</p> <p>9 A Yes, I believe so.</p> <p>10 Q Same for the other questions,</p> <p>11 mountain/rock climbing, automotive/cycle/powerboat</p> <p>12 racing, SCUBA diving, skydiving?</p> <p>13 Is that all accurate in terms of your</p> <p>14 responses to those questions at the top of page two</p> <p>15 of Exhibit Number 7?</p> <p>16 A I'm just reviewing.</p> <p>17 What is an "avocation"?</p> <p>18 Q What is your understanding of</p> <p>19 "avocation"?</p> <p>20 A I would have interpreted it, I think,</p> <p>21 as "similar activities."</p> <p>22 Q So based upon your interpretation, is</p> <p>23 your answer correct that you gave?</p> <p>24 A Yes.</p> <p>25 Q What, if anything else, do you recall</p>
<p style="text-align: right;">Page 103</p> <p>1 William Whitman - Confidential</p> <p>2 of more than \$200,000, if this policy replaces or</p> <p>3 changes insurance or annuities, whether or not</p> <p>4 you're applying for life and health insurance with</p> <p>5 any other company, and do you plan to leave or</p> <p>6 travel from the US or Canada in the next six months.</p> <p>7 You answered no to all of those questions.</p> <p>8 Do you see that?</p> <p>9 A Yes.</p> <p>10 Q And as you sit here today, do you</p> <p>11 believe those answers to be truthful?</p> <p>12 A Yes.</p> <p>13 Q You also see where there is a series</p> <p>14 of questions asked about whether or not in the last</p> <p>15 ten years you've been treated for a number of</p> <p>16 medical conditions and you answered no. Were you</p> <p>17 truthful in your responses to those questions?</p> <p>18 A Yes, as far as I remember.</p> <p>19 Q And, similarly, there's a question</p> <p>20 about being diagnosed or having been treated for</p> <p>21 AIDS by a medical professional.</p> <p>22 You answered that no as well, correct?</p> <p>23 A Correct.</p> <p>24 Q If we turn to the next page, page two</p> <p>25 of the application, you were asked:</p>	<p style="text-align: right;">Page 105</p> <p>1 William Whitman - Confidential</p> <p>2 as part of the application for life insurance you</p> <p>3 made with Mr. Olive? Do you recall completing any</p> <p>4 other forms?</p> <p>5 A No. I don't think so.</p> <p>6 Q Okay. I'd like you to turn in your</p> <p>7 binder to Tab 8, which is Defendant's Exhibit</p> <p>8 Number 8.</p> <p>9 (Exhibit No. Defendant's 8, Medical</p> <p>10 Examiner's Report for William T. Whitman,</p> <p>11 dated 1/16/01, Bates No. SFLIC-W 207242,</p> <p>12 Document is marked by the reporter for</p> <p>13 identification.)</p> <p>14 A Okay.</p> <p>15 Q I'd like you to take a look at that</p> <p>16 document.</p> <p>17 Do you recognize this document?</p> <p>18 A It looks like a medical report. No, I</p> <p>19 don't recognize it.</p> <p>20 Q Okay. If you look at the bottom of</p> <p>21 Defendant's Exhibit Number 8, there's a signature</p> <p>22 under the date, January 16, 2001. Is that your</p> <p>23 signature where it says "Signature of Proposed</p> <p>24 Insured"?</p> <p>25 A It looks like it, yes.</p>

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106 to 109

<p style="text-align: right;">Page 106</p> <p>1 William Whitman - Confidential</p> <p>2 Q And is your handwriting anywhere else</p> <p>3 on Defendant's Exhibit Number 8?</p> <p>4 A Not that I can see -- oh, possibly the</p> <p>5 date.</p> <p>6 Q Do you recall being asked questions --</p> <p>7 A No.</p> <p>8 Q -- as part of your application for</p> <p>9 life insurance with State Farm?</p> <p>10 MR. LYTLE: Object to the form.</p> <p>11 A No.</p> <p>12 Q No, you do not recall?</p> <p>13 A I don't recall, no.</p> <p>14 Q As you sit here today reviewing</p> <p>15 Defendant's Exhibit Number 8, do you believe the</p> <p>16 responses to the questions regarding your health</p> <p>17 conditions to be accurate and correct at the time?</p> <p>18 MR. LYTLE: Object to the form.</p> <p>19 A Can you repeat the question?</p> <p>20 Q Sure. I'm asking whether or not, as</p> <p>21 you sit here today looking at Defendant's Exhibit</p> <p>22 Number 8 and seeing the responses provided, is it</p> <p>23 your belief that the responses accurately reflect</p> <p>24 your medical history and condition at the time you</p> <p>25 applied for insurance?</p>	<p style="text-align: right;">Page 108</p> <p>1 William Whitman - Confidential</p> <p>2 understand that the answers to these questions</p> <p>3 affects how much your insurance costs?</p> <p>4 MR. LYTLE: Same objection.</p> <p>5 A Not necessarily.</p> <p>6 Q Okay. You would agree with me,</p> <p>7 Mr. Whitman, that, as part of the underwriting</p> <p>8 process that we discussed earlier, you said that the</p> <p>9 insurance company asks questions as part of the</p> <p>10 application process, correct?</p> <p>11 A I don't -- I don't know that I said</p> <p>12 that.</p> <p>13 Q I'll represent to you that you did.</p> <p>14 A Okay.</p> <p>15 Q One of the reasons that the insurance</p> <p>16 company needs to get information about the applicant</p> <p>17 for insurance is to determine as a threshold matter</p> <p>18 if the individual is insurable, correct?</p> <p>19 MR. LYTLE: Object to the form. Calls</p> <p>20 for speculation.</p> <p>21 A Can you repeat the question, please?</p> <p>22 Q Sure. One of the reasons that an</p> <p>23 insurance company asks questions about medical</p> <p>24 history and lifestyle and activities is to</p> <p>25 determine, as a threshold matter, whether or not</p>
<p style="text-align: right;">Page 107</p> <p>1 William Whitman - Confidential</p> <p>2 A Yes. I assume so, yes.</p> <p>3 Q So you would agree that, as part of</p> <p>4 Exhibit -- Defendant's Exhibit Number 7 and</p> <p>5 Defendant's Exhibit Number 8, you answered a number</p> <p>6 of personal medical questions and lifestyle</p> <p>7 questions as part of your application for life</p> <p>8 insurance with State Farm, correct?</p> <p>9 MR. LYTLE: Object to the form.</p> <p>10 A Yes, it looks like I did.</p> <p>11 Q And it's fair to say this application</p> <p>12 focused on your individual health and your</p> <p>13 individual lifestyle and activities in detail,</p> <p>14 correct?</p> <p>15 A These forms focused on my individual</p> <p>16 details? Is that the question?</p> <p>17 Q Health, health and medical details and</p> <p>18 lifestyle details, correct?</p> <p>19 A Yes, it appears that these documents</p> <p>20 focused on my health and lifestyle details.</p> <p>21 Q And did you understand that your</p> <p>22 answers to these questions would affect how much</p> <p>23 your insurance would cost?</p> <p>24 A I don't recall.</p> <p>25 Q Well, as you sit here today, do you</p>	<p style="text-align: right;">Page 109</p> <p>1 William Whitman - Confidential</p> <p>2 someone is eligible for insurance. Do you agree</p> <p>3 with me on that?</p> <p>4 MR. LYTLE: Same objection.</p> <p>5 A I don't know. I'm not an insurance</p> <p>6 expert by any means.</p> <p>7 Q Yeah. But you have a basic</p> <p>8 understanding of how insurance works; don't you?</p> <p>9 A A basic understanding, I think so, not</p> <p>10 any more than any other layperson.</p> <p>11 Q I mean, you understand that there are</p> <p>12 certain people that are unable to get insurance</p> <p>13 because of their medical condition.</p> <p>14 Do you understand that?</p> <p>15 A Yes. Yes, I do.</p> <p>16 MR. LYTLE: Object to the form of the</p> <p>17 question.</p> <p>18 Q And you understand that different</p> <p>19 people with different health conditions may pay</p> <p>20 different amounts for their insurance; isn't that</p> <p>21 true?</p> <p>22 MR. LYTLE: Object to the form.</p> <p>23 A I understand the difference.</p> <p>24 If that's what you're telling me, yes,</p> <p>25 I -- I understand that.</p>

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110 to 113

<p style="text-align: right;">Page 110</p> <p><b>William Whitman - Confidential</b></p> <p>Q Mr. Whitman, I want you to turn to Tab 10 in your notebook. It's Defendant's Exhibit Number 10.</p> <p>(Exhibit No. Defendant's 10, State Farm Life Insurance Policy for William T. Whitman, Policy Date January 16, 2001, Bates Nos. PLTF-WHITMAN 1 to 12, Document is marked by the reporter for identification.)</p> <p><b>A Okay.</b></p> <p>Q Do you recognize this document?</p> <p><b>A Yes, I think so.</b></p> <p>Q And what is it?</p> <p><b>A I think it's the life insurance policy with State Farm that we are here to discuss today.</b></p> <p>Q Okay. Up at the top, it says: "Insured, William T. Whitman."</p> <p>That's you, correct?</p> <p><b>A Yes.</b></p> <p>Q And underneath your name, it says "male." That's because you are a male, correct?</p> <p><b>A Yes.</b></p> <p>Q And underneath that, it says "age 20." That is how old you were on the date of this policy, correct?</p>	<p style="text-align: right;">Page 112</p> <p><b>William Whitman - Confidential</b></p> <p>returned, this policy will be void on the policy date."</p> <p><b>A I see that.</b></p> <p>Q During this 30-day period, did you ask any questions about the policy?</p> <p>MR. LYTLE: Object to the form.</p> <p><b>A I don't remember.</b></p> <p>Q Did you think it was important to read the policy?</p> <p><b>A I don't recall, not really.</b></p> <p>Q Well, as you sit here today, do you think it's important to read your policy?</p> <p>(Reporter clarification.)</p> <p>Q I said, as you sit here today, do you think it's important to read your insurance policy?</p> <p><b>A Yes, today I do.</b></p> <p>Q And why is that?</p> <p><b>A To be sure that the policy includes beneficial -- the things that I'm looking for in an insurance policy.</b></p> <p>Q And back when you were 20, what were the things that you were looking for in your insurance policy?</p> <p><b>A I don't remember. I trusted the</b></p>
<p style="text-align: right;">Page 111</p> <p><b>William Whitman - Confidential</b></p> <p><b>A Yes.</b></p> <p>Q And initial basic amount of \$500,000, do you see that?</p> <p><b>A Yes, I do.</b></p> <p>Q Did you read the policy when you received it?</p> <p><b>A I don't think so.</b></p> <p>Q Okay. Why didn't you read it?</p> <p><b>A Because I trust the insurance agent represented what -- what was in the policy.</b></p> <p>Q Okay. So what do you recall Kevin Olive telling you was part of the policy of insurance that you purchased?</p> <p>MR. LYTLE: Object to the form.</p> <p><b>A Nothing in addition to what we talked about earlier.</b></p> <p>Q Okay. Now, you see that it says in the middle:</p> <p>"30-day right to examine the policy."</p> <p>It says:</p> <p>"This policy may be returned within 30 days of its receipt for a refund of all premiums paid. Return may be made to State Farm Life Insurance Company or one of its agents. If</p>	<p style="text-align: right;">Page 113</p> <p><b>William Whitman - Confidential</b></p> <p><b>insurance agent to steer me in the right direction.</b></p> <p>Q And you trusted Kevin Olive, correct?</p> <p><b>A Yes.</b></p> <p>Q And your father trusted Kevin Olive, correct?</p> <p>MR. LYTLE: Object to the form.</p> <p><b>A I don't know.</b></p> <p>Q Well, how long was Kevin Olive your father's agent?</p> <p><b>A I don't know.</b></p> <p>Q How long was Kevin Olive your agent?</p> <p><b>A Approximately, five years.</b></p> <p>Q Well, would you keep Kevin Olive as your agent for five years if you didn't trust him?</p> <p>MR. LYTLE: Object to the form.</p> <p><b>A Can you restate the question, please?</b></p> <p>Q Sure. I said, would you keep Kevin Olive as your agent for five years if you didn't trust him?</p> <p>MR. LYTLE: Same objections.</p> <p><b>A You're asking today, if I would keep him for an additional five years if he were my insurance agent today?</b></p> <p>Q No. I'm saying that you trusted</p>



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114 to 117

<p style="text-align: right;">Page 114</p> <p>1 William Whitman - Confidential</p> <p>2 Kevin Olive during the five years that he was your</p> <p>3 agent, correct?</p> <p>4 A I assume so.</p> <p>5 Q Well, then my question is, you say you</p> <p>6 assume so. But if you didn't trust him during the</p> <p>7 five years that he was your agent, then why would</p> <p>8 you keep him as your agent?</p> <p>9 MR. LYTLE: Object to the form.</p> <p>10 A I don't know. There are probably lots</p> <p>11 of reasons. It's -- it's a little bit of a pain to</p> <p>12 switch agents, and probably many other reasons that</p> <p>13 you would keep someone as your agent.</p> <p>14 Q So you would keep someone as your</p> <p>15 insurance agent even if you didn't trust them?</p> <p>16 MR. LYTLE: Object to the form.</p> <p>17 A You mean today, as I sit here today,</p> <p>18 if I had an insurance agent, would I keep him if I</p> <p>19 didn't trust him or her?</p> <p>20 Q No. No, that's not what I'm asking.</p> <p>21 MS. DAWSON: Can the court reporter</p> <p>22 read back the question, please?</p> <p>23 (Reporter read back pending question.)</p> <p>24 MR. LYTLE: Same objection. Misstates</p> <p>25 prior testimony. Argumentative.</p>	<p style="text-align: right;">Page 116</p> <p>1 William Whitman - Confidential</p> <p>2 A Approximately 2020.</p> <p>3 Q So prior to 2020. You had never read</p> <p>4 your insurance policy with State Farm?</p> <p>5 MR. LYTLE: Object to the form.</p> <p>6 A I -- I don't recall for sure when I</p> <p>7 tried to read the policy. It's a complicated</p> <p>8 document, and I'm not an expert of insurance.</p> <p>9 Q During the course of the 20 years that</p> <p>10 you've had this policy, have you had questions arise</p> <p>11 that you wanted answers to?</p> <p>12 MR. LYTLE: Object to the form.</p> <p>13 A I've wondered if the policy was</p> <p>14 valuable to me or not. Yes.</p> <p>15 Q Okay. Why didn't you contact a</p> <p>16 State Farm agent with questions about the policy and</p> <p>17 its value?</p> <p>18 MR. LYTLE: Object to the form.</p> <p>19 A I don't know that I didn't.</p> <p>20 Q Okay. So you recall that you did</p> <p>21 contact State Farm agents with questions about your</p> <p>22 policy?</p> <p>23 MR. LYTLE: Object to the form.</p> <p>24 A I do believe I asked about the policy</p> <p>25 from a different agent other than Kevin Olive at</p>
<p style="text-align: right;">Page 115</p> <p>1 William Whitman - Confidential</p> <p>2 A I don't know what I was thinking at --</p> <p>3 at the time, if I -- if I -- I don't know if I would</p> <p>4 have kept him at the time if I trusted him or not.</p> <p>5 I don't remember what I felt.</p> <p>6 Q So your recollection is that you did</p> <p>7 not read the policy in 2001; is that correct?</p> <p>8 A Yes. I probably did not read the</p> <p>9 policy. I'm not certain.</p> <p>10 Q But nothing prevented you from reading</p> <p>11 the policy. You were fully capable of reading it,</p> <p>12 correct?</p> <p>13 MR. LYTLE: Object to the form.</p> <p>14 A I don't believe anything prevented me</p> <p>15 from reading the policy.</p> <p>16 Q Okay. In the course of the 20 years</p> <p>17 that you've had this policy in force, have you read</p> <p>18 it as we sit here today?</p> <p>19 A I believe I've tried to read it a few</p> <p>20 times.</p> <p>21 Q And when did you first try to read</p> <p>22 your policy?</p> <p>23 A Probably sometime last year.</p> <p>24 Q So in 2020 was the first time you</p> <p>25 attempted to read your policy; is that correct?</p>	<p style="text-align: right;">Page 117</p> <p>1 William Whitman - Confidential</p> <p>2 some point.</p> <p>3 Q Okay. What agent do you recall asking</p> <p>4 questions?</p> <p>5 A I believe it was Tim Crabtree,</p> <p>6 C-r-a-b-t-r-e-e.</p> <p>7 Q Anyone else?</p> <p>8 A I don't believe I talked with any</p> <p>9 other State Farm agents or agents' offices about it.</p> <p>10 Q At the time that you purchased the</p> <p>11 policy in 2001, did you feel that Kevin Olive had</p> <p>12 explained the policy to you in a way you could</p> <p>13 understand?</p> <p>14 MR. LYTLE: Object to the form.</p> <p>15 A I believe I was satisfied when I left</p> <p>16 his office.</p> <p>17 Q Look at the bottom of the first page</p> <p>18 of Defendant's Exhibit Number 10. Do you "See Basic</p> <p>19 Plan Description"?</p> <p>20 A Yes.</p> <p>21 Q Can you read that aloud for me?</p> <p>22 A "Flexible-premium adjustable life</p> <p>23 insurance. A death benefit is payable when the</p> <p>24 insured dies. Flexible premiums are payable while</p> <p>25 the insured is alive. The basic plan is eligible</p>

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118 to 121

<p style="text-align: right;">Page 118</p> <p>1 William Whitman - Confidential</p> <p>2 for annual dividends."</p> <p>3 Q When you purchased this life insurance</p> <p>4 policy in 2001, what did you understand you were</p> <p>5 getting?</p> <p>6 A I believe I understood I was getting a</p> <p>7 universal life insurance policy.</p> <p>8 Q What did you understand you were</p> <p>9 required to pay for that life insurance policy to</p> <p>10 remain in force, that universal life insurance</p> <p>11 policy to remain in force?</p> <p>12 A I believe I understood it was \$175 per</p> <p>13 month.</p> <p>14 Q Okay. Did you understand that you</p> <p>15 were required to pay anything else for that</p> <p>16 universal life insurance policy to remain in force?</p> <p>17 A I don't think so.</p> <p>18 Q Okay. Let's go to page three of</p> <p>19 Exhibit 10. At the top, it says:</p> <p>20 "Policy identification."</p> <p>21 A Okay.</p> <p>22 Q All right. So, again, where it says</p> <p>23 "insured," who is listed as the insured?</p> <p>24 A William T. Whitman.</p> <p>25 Q And underneath that, does it say what</p>	<p style="text-align: right;">Page 120</p> <p>1 William Whitman - Confidential</p> <p>2 that's -- that's when it was issued to me.</p> <p>3 Q Now, under that, you see "schedule of</p> <p>4 benefits," and it says:</p> <p>5 "Universal life basic plan."</p> <p>6 Do you see that?</p> <p>7 A Yes.</p> <p>8 Q And it says:</p> <p>9 "Death benefit option one."</p> <p>10 Do you see that?</p> <p>11 A Yes, I see that.</p> <p>12 Q And that is the death benefit that you</p> <p>13 selected, correct?</p> <p>14 A Yes. According to the paperwork, yes.</p> <p>15 Q Okay. And basic amount, where it says</p> <p>16 "standard rate class, male, nontobacco," you see</p> <p>17 \$500,000?</p> <p>18 According to this document, that is</p> <p>19 the basic amount, which is the amount of coverage</p> <p>20 provided by this policy; is that correct?</p> <p>21 MR. LYTLE: Object to the form.</p> <p>22 A I don't know that I understand the</p> <p>23 question. Can you repeat or rephrase?</p> <p>24 Q Sure. Why don't you go to page five</p> <p>25 of Exhibit Number 10. And there are some</p>
<p style="text-align: right;">Page 119</p> <p>1 William Whitman - Confidential</p> <p>2 your gender is?</p> <p>3 A Yes. It says "male."</p> <p>4 Q And then see where it says "age"?</p> <p>5 A Yes.</p> <p>6 Q What does that indicate?</p> <p>7 A 20.</p> <p>8 Q And is that the age you were at the</p> <p>9 time you bought the policy?</p> <p>10 A Yes.</p> <p>11 Q And do you see where it says "policy</p> <p>12 date"?</p> <p>13 A Yes.</p> <p>14 Q And what is that? Is that the date</p> <p>15 that you bought the policy?</p> <p>16 MR. LYTLE: Object to the form.</p> <p>17 A I believe it's -- I don't know</p> <p>18 specifically what that date is.</p> <p>19 Q What about issue date,</p> <p>20 January 22, 2001?</p> <p>21 A What about it?</p> <p>22 Q Is that the date that your policy was</p> <p>23 issued to you?</p> <p>24 MR. LYTLE: Object to the form.</p> <p>25 A It says "issue date." Presumably,</p>	<p style="text-align: right;">Page 121</p> <p>1 William Whitman - Confidential</p> <p>2 definitions there.</p> <p>3 A Okay.</p> <p>4 Q Do you see that?</p> <p>5 A I see it.</p> <p>6 Q Okay. I want you to look at "initial</p> <p>7 basic amount."</p> <p>8 Do you see that?</p> <p>9 A Yes, I see "initial" and "basic</p> <p>10 amount."</p> <p>11 Q And what does it say?</p> <p>12 A "The amount of coverage on the insured</p> <p>13 provided the basic plan on the policy date."</p> <p>14 Q Okay. So now going back to page</p> <p>15 three, do you agree with me that the \$500,000 listed</p> <p>16 on page three is the amount of coverage on you,</p> <p>17 Mr. Whitman, the insured, provided by the basic plan</p> <p>18 on the policy date?</p> <p>19 A I see the initial basic amount is</p> <p>20 500,000, and that was the definition that you had me</p> <p>21 read, initial and basic amount:</p> <p>22 "The amount of coverage on the insured</p> <p>23 provided the basic plan on the policy date."</p> <p>24 Q And do you see under schedule of</p> <p>25 benefit, where it says:</p>



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122 to 125

<p style="text-align: right;">Page 122</p> <p>1 William Whitman - Confidential</p> <p>2 "Standard rate class, male,</p> <p>3 nontobacco?"</p> <p>4 A Which page?</p> <p>5 Q Page three.</p> <p>6 A Okay. And I'm looking for -- what's</p> <p>7 it called?</p> <p>8 Q It's a parenthetical to the right of</p> <p>9 basic amount.</p> <p>10 A "Basic amount," the parenthetical</p> <p>11 says:</p> <p>12 "Standard rate class, male,</p> <p>13 nontobacco."</p> <p>14 Q Now, I want you to go to page five</p> <p>15 under the definitions, and look at the definition of</p> <p>16 "rate class."</p> <p>17 A Okay. I see it.</p> <p>18 Q Okay. Why don't your read that aloud</p> <p>19 for me, please.</p> <p>20 A "Rate class. The underwriting class</p> <p>21 of the person insured. A rate class will be</p> <p>22 determined for the initial basic amount and each</p> <p>23 increase in the basic amount."</p> <p>24 Q Now, can we agree that the person</p> <p>25 insured here on this policy is you, William</p>	<p style="text-align: right;">Page 124</p> <p>1 William Whitman - Confidential</p> <p>2 underwriting class of the person insured.</p> <p>3 Q And that's you, correct?</p> <p>4 A Correct. I am the policy -- I'm the</p> <p>5 insured.</p> <p>6 Q Correct.</p> <p>7 So if we go back to page three next to</p> <p>8 basic amount, where it says, open paren, "standard</p> <p>9 rate class, male, nontobacco," that refers to you</p> <p>10 specifically, William T. Whitman?</p> <p>11 A I don't know that that refers --</p> <p>12 MR. LYTLE: Object to the form of the</p> <p>13 question, to the extent it was a question.</p> <p>14 Q Well, we agreed at page five of</p> <p>15 Exhibit Number 10 that "rate class" is defined as</p> <p>16 the underwriting class of the person insured,</p> <p>17 correct?</p> <p>18 A Yes. That's the definition.</p> <p>19 Q Right. And the person insured is you,</p> <p>20 correct, William Whitman?</p> <p>21 A Yes.</p> <p>22 Q So when it refers on page three to</p> <p>23 "rate class, male, nontobacco," that's referring to</p> <p>24 you, William Whitman, and your rate class?</p> <p>25 MR. LYTLE: Object to the form of the</p>
<p style="text-align: right;">Page 123</p> <p>1 William Whitman - Confidential</p> <p>2 T. Whitman, correct?</p> <p>3 A Yes. On this policy, William T.</p> <p>4 Whitman is the insured, correct.</p> <p>5 Q And that's you, correct?</p> <p>6 A And that's me.</p> <p>7 Q So the underwriting class of the</p> <p>8 person insured would be the underwriting class of</p> <p>9 William T. Whitman, correct?</p> <p>10 MR. LYTLE: Object to the form.</p> <p>11 A Can you repeat the question, please?</p> <p>12 Q Sure. You and I agree that the person</p> <p>13 insured for this policy is you, William T. Whitman,</p> <p>14 correct?</p> <p>15 A Yes.</p> <p>16 Q So where "rate class" is defined as</p> <p>17 the "underwriting class of the person insured,"</p> <p>18 "rate class" would be the underwriting class of</p> <p>19 William T. Whitman for this policy?</p> <p>20 MR. LYTLE: Object to the form.</p> <p>21 A "Rate class is the underwriting class</p> <p>22 of the person insured. A rate class will be</p> <p>23 determined" -- "will be determined for the initial</p> <p>24 basic amount and each increase in the basic amount."</p> <p>25 So, yes, the rate class is the</p>	<p style="text-align: right;">Page 125</p> <p>1 William Whitman - Confidential</p> <p>2 question.</p> <p>3 You can answer.</p> <p>4 A I don't -- I don't know that it refers</p> <p>5 to me. It's -- it's -- these are words on the page</p> <p>6 under the "schedule of benefits."</p> <p>7 Q But it's a "schedule of benefits" for</p> <p>8 you, William T. Whitman. It's not a schedule of</p> <p>9 benefits for anybody but you, correct?</p> <p>10 A Okay. So if this is my schedule of</p> <p>11 benefits, then one of my benefits would be the death</p> <p>12 benefit, option one, and the additional benefit</p> <p>13 would be the basic amount of 500,000.</p> <p>14 Q That's the death benefit, yes.</p> <p>15 And then it refers to standard rate</p> <p>16 class, male, nontobacco, on your, William Whitman,</p> <p>17 schedule of benefits?</p> <p>18 A Yeah. I just don't understand how the</p> <p>19 parenthetical refers specifically to me. I just</p> <p>20 can't make that statement. I don't fully understand</p> <p>21 this -- this document.</p> <p>22 Q Well, this policy identification</p> <p>23 refers to -- up at the top, it says "William T.</p> <p>24 Whitman, insured," right?</p> <p>25 A Yes.</p>

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<p style="text-align: right;">Page 126</p> <p>1 William Whitman - Confidential</p> <p>2 Q And you are the person insured under</p> <p>3 this policy?</p> <p>4 A Yes.</p> <p>5 Q This doesn't apply to anybody but you,</p> <p>6 William T. Whitman, correct?</p> <p>7 MR. LYTLE: Object to the form.</p> <p>8 A I --</p> <p>9 Q Do you see --</p> <p>10 A This particular policy -- this</p> <p>11 particular policy applies to me, yes.</p> <p>12 Q Right. And on page five, you agree</p> <p>13 with me that the underwriting class of the person</p> <p>14 insured -- that's the definition of rate class --</p> <p>15 means the underwriting class of you,</p> <p>16 William Whitman?</p> <p>17 A If you're telling me that the standard</p> <p>18 rate class, male, nontobacco, that State Farm has</p> <p>19 applied that to me, William Whitman, then, yes, it</p> <p>20 appears that that's the case. I want to help here.</p> <p>21 I want to try to continue to answer the best I can.</p> <p>22 Q Okay. Now, you see "schedule of</p> <p>23 premiums"?</p> <p>24 A Yes, I see that.</p> <p>25 Q On page three?</p>	<p style="text-align: right;">Page 128</p> <p>1 William Whitman - Confidential</p> <p>2 called "Monthly Deductions."</p> <p>3 A I see that.</p> <p>4 Q And it states that the deduction date</p> <p>5 is the 16th of each month. Is that your</p> <p>6 recollection of when deductions were made?</p> <p>7 MR. LYTLE: Object to the form.</p> <p>8 A I don't -- I don't -- I don't recall</p> <p>9 when deductions were made.</p> <p>10 Q Do you see where it says:</p> <p>11 "Maximum monthly cost of insurance</p> <p>12 rates are shown on page four"?</p> <p>13 A I see that.</p> <p>14 Q Okay. Then it says:</p> <p>15 "The cost of insurance is deductible</p> <p>16 while the policy is in force."</p> <p>17 Do you see that?</p> <p>18 A I see that.</p> <p>19 Q Did you have any discussion with</p> <p>20 Kevin Olive about maximum monthly cost of insurance</p> <p>21 rates?</p> <p>22 A Not that I recall.</p> <p>23 Q Okay. And do you recall any</p> <p>24 discussion of the cost of insurance being deductible</p> <p>25 while the policy is in force?</p>
<p style="text-align: right;">Page 127</p> <p>1 William Whitman - Confidential</p> <p>2 A Yes.</p> <p>3 Q And it says the initial premium is</p> <p>4 \$151?</p> <p>5 A Yes, I see that.</p> <p>6 Q Okay. And we saw in another document</p> <p>7 where it said a premium of \$175. Do you recall</p> <p>8 that?</p> <p>9 A Yes.</p> <p>10 Q Okay. So it looks like your initial</p> <p>11 premium was \$151, and then subsequent to that your</p> <p>12 premiums were \$175. Is that consistent with your</p> <p>13 recollection?</p> <p>14 A That's what it shows here, and I do</p> <p>15 remember paying \$175 per month.</p> <p>16 Q Now, next it says a premium -- premium</p> <p>17 expense charge of 5 percent is deducted from each</p> <p>18 premium paid.</p> <p>19 Do you see that?</p> <p>20 A I see that.</p> <p>21 Q Do you recall that a premium expense</p> <p>22 charge of 5 percent was, in fact, deducted from each</p> <p>23 premium you paid each month?</p> <p>24 A I don't remember specifically, no.</p> <p>25 Q Then there's a section on page three</p>	<p style="text-align: right;">Page 129</p> <p>1 William Whitman - Confidential</p> <p>2 A I don't believe so.</p> <p>3 Q Okay. And it also says under monthly</p> <p>4 deductions that the monthly expense charge is \$5.</p> <p>5 Do you see that?</p> <p>6 A I see that.</p> <p>7 Q Do you have any recollection of a</p> <p>8 discussion with Kevin Olive regarding a monthly</p> <p>9 expense charge of \$5?</p> <p>10 A No.</p> <p>11 Q In your discussions with Kevin Olive</p> <p>12 about your application for life insurance, did you</p> <p>13 ask him about the monthly cost for maintaining the</p> <p>14 life insurance in force?</p> <p>15 A I don't recall.</p> <p>16 Q Was that something that was important</p> <p>17 to you, how much it would cost you per month to keep</p> <p>18 the policy in force?</p> <p>19 A I don't remember.</p> <p>20 Q I mean, you had to think about, didn't</p> <p>21 you, whether or not you could afford to keep the</p> <p>22 life insurance policy in force, correct?</p> <p>23 MR. LYTLE: Object to the form.</p> <p>24 A Yeah, presumably I wouldn't have</p> <p>25 purchased a policy that I couldn't afford to keep it</p>

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<p style="text-align: right;">Page 130</p> <p>1 William Whitman - Confidential</p> <p>2 for -- say, for instance, if it were \$5,000 a month.</p> <p>3 Q Right. So it was important to you</p> <p>4 that you be able to afford to keep the life</p> <p>5 insurance policy in force by making your monthly</p> <p>6 payments, correct?</p> <p>7 MR. LYTLE: Object to the form.</p> <p>8 A I -- I don't remember if that was</p> <p>9 important to me at the time or not.</p> <p>10 Q Well, you just said you would not have</p> <p>11 intentionally purchased a policy where you could not</p> <p>12 afford to keep it in force, correct?</p> <p>13 A Yes. I don't believe I would.</p> <p>14 Q You said that you do not recall</p> <p>15 Kevin Olive talking about the maximum monthly cost</p> <p>16 of insurance rates, the cost of insurance, or the</p> <p>17 monthly expense charge or premium expense charge.</p> <p>18 Did you at some point, since you have</p> <p>19 had this policy in force -- spoken to any State Farm</p> <p>20 agent specifically about the monthly cost of</p> <p>21 insurance rates?</p> <p>22 MR. LYTLE: Object to the form.</p> <p>23 A I did ask and inquire about term life</p> <p>24 insurance at some point from a few insurance agents.</p> <p>25 Q Okay. Well, I'm asking about any</p>	<p style="text-align: right;">Page 132</p> <p>1 William Whitman - Confidential</p> <p>2 that monthly deduction. Each deduction includes,</p> <p>3 one, the cost of insurance; two, the monthly charges</p> <p>4 for any riders; and, three, the monthly expense</p> <p>5 charge."</p> <p>6 Q And you understand that, as part of</p> <p>7 your contract of insurance with State Farm,</p> <p>8 State Farm per the insurance policy takes monthly</p> <p>9 deductions according to the language that you just</p> <p>10 read, correct?</p> <p>11 MR. LYTLE: Object to the form.</p> <p>12 A I'm not going to disagree with you. I</p> <p>13 don't -- if that's what -- if that's what State Farm</p> <p>14 does or if that's what you're saying they do, then,</p> <p>15 yes.</p> <p>16 Q Well, the policy says that monthly</p> <p>17 deductions are taken whether or not premiums are</p> <p>18 paid. That's what the policy says; doesn't it?</p> <p>19 A I see that here. Yes.</p> <p>20 Q Okay. And there are three categories</p> <p>21 of deductions listed in the policy, correct?</p> <p>22 MR. LYTLE: Object to the form.</p> <p>23 A I see that the deduction includes</p> <p>24 three separate items here under the "monthly</p> <p>25 deduction" definition -- or provision.</p>
<p style="text-align: right;">Page 131</p> <p>1 William Whitman - Confidential</p> <p>2 discussions with any State Farm insurance agents.</p> <p>3 We talked about Tim Crabtree, and I'm wanting to</p> <p>4 find out if in your discussions with Tim Crabtree</p> <p>5 you discussed cost of insurance rates.</p> <p>6 A If I talk about cost of insurance, I</p> <p>7 believe it would have been to try to equate</p> <p>8 universal life to term life insurance, which seems</p> <p>9 simpler and easier to understand.</p> <p>10 Q Now, for Defendant's Exhibit</p> <p>11 Number 10, I would like you to go to page nine.</p> <p>12 A Okay. I'm on page nine.</p> <p>13 Q Okay. And you see on page nine there</p> <p>14 is a section called "Monthly Deduction"?</p> <p>15 A Yes. I see it at the bottom of page</p> <p>16 nine.</p> <p>17 Q Okay. Could you read aloud that</p> <p>18 section.</p> <p>19 A The "guaranteed values" provisions?</p> <p>20 Q Yeah. Read "Monthly Deductions," that</p> <p>21 section, to the right.</p> <p>22 A Okay.</p> <p>23 "Monthly Deduction. This deduction is</p> <p>24 made each month whether or not premiums are paid, as</p> <p>25 long as the cash surrender value is enough to cover</p>	<p style="text-align: right;">Page 133</p> <p>1 William Whitman - Confidential</p> <p>2 Q So had you bothered to read the</p> <p>3 policy, you would have seen that these deductions</p> <p>4 are taken as part of the policy provisions --</p> <p>5 MR. LYTLE: Object to the form.</p> <p>6 Q -- as it's in the policy where it</p> <p>7 explicitly says these deductions are taken, correct?</p> <p>8 MR. LYTLE: Object to the form.</p> <p>9 A I don't know that I would have</p> <p>10 understood that in reading the policy.</p> <p>11 Q Well, you understand what a deduction</p> <p>12 is, correct?</p> <p>13 A Like a tax deduction.</p> <p>14 Q Well, you understand a deduction would</p> <p>15 be money withdrawn each month, correct?</p> <p>16 MR. LYTLE: Object to the form.</p> <p>17 A That's what -- that's what it appears</p> <p>18 to be here. I don't know that I would have</p> <p>19 understood that at the age of 20.</p> <p>20 Q Well, at the age of 20, you were</p> <p>21 owning and running businesses; weren't you?</p> <p>22 A Yes.</p> <p>23 Q And I'm sure, as part of owning and</p> <p>24 running those businesses, there were deductions that</p> <p>25 had to be taken out of accounts in order to run the</p>

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<p style="text-align: right;">Page 134</p> <p>1 William Whitman - Confidential</p> <p>2 business, correct?</p> <p>3 MR. LYTLE: Object to the form.</p> <p>4 A I don't know that we would have called</p> <p>5 them deductions at the time -- I mean, withdrawals</p> <p>6 from the accounts possibly, yes.</p> <p>7 Q I'd like you to look at page 10 of</p> <p>8 Exhibit 10.</p> <p>9 A Okay.</p> <p>10 Q Do you see in the middle of the page</p> <p>11 there's a section entitled "Monthly Cost of</p> <p>12 Insurance Rates"?</p> <p>13 A Yes.</p> <p>14 Q All right. Can you please read that</p> <p>15 into the record, please?</p> <p>16 A "Monthly cost of insurance rates.</p> <p>17 These rates for each policy year are based on the</p> <p>18 insured's age" -- "sex and applicable rate."</p> <p>19 (There was a discussion off the</p> <p>20 record.)</p> <p>21 A -- "insured's age on the policy</p> <p>22 anniversary, sex, and applicable rate class. A rate</p> <p>23 class will be determined for the initial basic</p> <p>24 amount and for each increase. The rates shown on</p> <p>25 page four are the maximum monthly cost of insurance</p>	<p style="text-align: right;">Page 136</p> <p>1 William Whitman - Confidential</p> <p>2 question. The document speaks for itself.</p> <p>3 Calls for a legal conclusion.</p> <p>4 A Can you repeat the question, please?</p> <p>5 Q Sure. The language of the policy</p> <p>6 says:</p> <p>7 "These rates for each policy year are</p> <p>8 based on the insured's age."</p> <p>9 That would be you, the insured, right,</p> <p>10 Mr. Whitman, your age?</p> <p>11 MR. LYTLE: Same objections.</p> <p>12 You can answer.</p> <p>13 A So I'm not an insurance expert. But</p> <p>14 it says it -- it says here it applies to the</p> <p>15 insured's age. So that's -- and that the insured</p> <p>16 would be me in this particular case, yes.</p> <p>17 Q So your age on the policy anniversary;</p> <p>18 is that correct?</p> <p>19 MR. LYTLE: Object to the form.</p> <p>20 A That's -- that's what it says here,</p> <p>21 yes, the insured's age on the policy anniversary.</p> <p>22 Q And that refers to your policy</p> <p>23 anniversary of January 16th?</p> <p>24 MR. LYTLE: Object to the form.</p> <p>25 Q Correct?</p>
<p style="text-align: right;">Page 135</p> <p>1 William Whitman - Confidential</p> <p>2 rates for the initial basic amount. Maximum monthly</p> <p>3 cost of insurance rates will be provided for each</p> <p>4 increase in the basic amount. We can charge rates</p> <p>5 lower than those shown. Such rates can be adjusted</p> <p>6 for projected changes in mortality, but cannot</p> <p>7 exceed the maximum monthly cost of insurance rates.</p> <p>8 Such adjustments cannot be made more than once a</p> <p>9 calendar year."</p> <p>10 Q So in that section of the policy, it</p> <p>11 states that monthly cost of insurance rates are</p> <p>12 based on the insured's age on the policy</p> <p>13 anniversary. That's the first part of it.</p> <p>14 And I think we established that</p> <p>15 "insured" refers to you, correct?</p> <p>16 A Yes.</p> <p>17 MR. LYTLE: Object to the form.</p> <p>18 Q Is that correct?</p> <p>19 A "Based on the insured's."</p> <p>20 In this policy, the "insured" is me.</p> <p>21 Q Right. So it says these rates for</p> <p>22 each policy year are based on you --</p> <p>23 William Whitman's age on the policy anniversary.</p> <p>24 And that refers to your policy anniversary, correct?</p> <p>25 MR. LYTLE: Object to the form of the</p>	<p style="text-align: right;">Page 137</p> <p>1 William Whitman - Confidential</p> <p>2 MR. LYTLE: Same objection.</p> <p>3 A That's what it says here. If you say</p> <p>4 that's -- that -- that this policy applies to me,</p> <p>5 yes, this policy is my policy.</p> <p>6 Q Okay. And it says that it's based on</p> <p>7 the insured's sex. That's your sex, right? That's</p> <p>8 male?</p> <p>9 MR. LYTLE: Same objections.</p> <p>10 You can answer.</p> <p>11 A Yes, it's -- yes, sex.</p> <p>12 Q And that means your sex, you, William</p> <p>13 T. Whitman, correct?</p> <p>14 MR. LYTLE: Asked and answered.</p> <p>15 A Yes. Apparently --</p> <p>16 Q Yes?</p> <p>17 A Apparently, yes, that sex is mine.</p> <p>18 Q Okay. And then it says the insured's</p> <p>19 applicable rate class.</p> <p>20 Do you see that?</p> <p>21 MR. LYTLE: Object to the form.</p> <p>22 A I see applicable rate class.</p> <p>23 Q Yes. And that refers to your, the</p> <p>24 insured -- that's you -- William Whitman's</p> <p>25 applicable rate class, correct?</p>

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<p style="text-align: right;">Page 138</p> <p>1 William Whitman - Confidential</p> <p>2 MR. LYTLE: Same objections.</p> <p>3 A Apparently, yes. I don't know</p> <p>4 precisely what these mean, but that's -- if</p> <p>5 that's -- I can see that it does say the applicable</p> <p>6 rate class, in this case referring to the insureds;</p> <p>7 and I am the insured in this -- this policy.</p> <p>8 Q Okay. Well, it's fair to say that the</p> <p>9 language in that paragraph entitled "Monthly Cost of</p> <p>10 Insurance Rates," that first sentence refers to</p> <p>11 State Farm using your, William Whitman's, age on the</p> <p>12 policy anniversary of January 16th, your sex --</p> <p>13 that's male -- and your applicable rate class to</p> <p>14 determine your monthly cost of insurance rate?</p> <p>15 MR. LYTLE: Object to the form of the</p> <p>16 question. Calls for a legal conclusion. The</p> <p>17 document speaks for itself.</p> <p>18 You can answer.</p> <p>19 A Yes. It says here the rates for each</p> <p>20 policy year based on the insured, and presumably</p> <p>21 referencing this policy, and the insured's age on</p> <p>22 the policy anniversary, which is somewhere around</p> <p>23 early January in my case, sex, which is my sex,</p> <p>24 male, and applicable rate class, whatever that means</p> <p>25 to this -- you know, in this insurance world.</p>	<p style="text-align: right;">Page 140</p> <p>1 William Whitman - Confidential</p> <p>2 Now, my question to you is:</p> <p>3 Does that make sense that there would</p> <p>4 be a distinction between people who use tobacco and</p> <p>5 people who don't use tobacco in connection with life</p> <p>6 insurance?</p> <p>7 MR. LYTLE: Object to the form of the</p> <p>8 question.</p> <p>9 You can go ahead and answer.</p> <p>10 A If -- if you're asking me if I</p> <p>11 understand what you are representing to me, yes, I</p> <p>12 do.</p> <p>13 Q And then my question is:</p> <p>14 Does it make sense to you that you</p> <p>15 would distinguish between an insured who utilized</p> <p>16 tobacco and an insured who doesn't utilize tobacco</p> <p>17 in connection with life insurance?</p> <p>18 A Not really.</p> <p>19 MR. LYTLE: Object to the form of the</p> <p>20 question.</p> <p>21 A No, it doesn't really make sense.</p> <p>22 Q So do you think the health risks to</p> <p>23 someone who utilizes tobacco is the same as the</p> <p>24 health risk to someone who doesn't utilize tobacco?</p> <p>25 MR. LYTLE: Object to the form.</p>
<p style="text-align: right;">Page 139</p> <p>1 William Whitman - Confidential</p> <p>2 Q And you would agree with me that if</p> <p>3 State Farm -- well, strike that.</p> <p>4 Have you read this "monthly cost of</p> <p>5 insurance rates" provision before?</p> <p>6 MR. LYTLE: Object to the form.</p> <p>7 A I don't think so. I'm not sure.</p> <p>8 Q I'll represent to you that that rate</p> <p>9 class takes into account whether a person uses</p> <p>10 tobacco. Okay. Does that distinction make sense to</p> <p>11 you?</p> <p>12 MR. LYTLE: Object to the form.</p> <p>13 Q That someone who uses tobacco would be</p> <p>14 in a different rate class than someone who does not</p> <p>15 use tobacco?</p> <p>16 MR. LYTLE: Object to the form of the</p> <p>17 question. If you're referring to the contents</p> <p>18 of the document, the contract speaks for</p> <p>19 itself. It would also call for a legal</p> <p>20 conclusion on the part of this witness.</p> <p>21 You can go ahead and answer it.</p> <p>22 A Can you repeat the question, please?</p> <p>23 Q Sure. I said, I'll represent to you</p> <p>24 that rate class takes into account whether a person</p> <p>25 uses tobacco.</p>	<p style="text-align: right;">Page 141</p> <p>1 William Whitman - Confidential</p> <p>2 A You're asking if I think the health</p> <p>3 risk is equal for a tobacco user and a non tobacco</p> <p>4 user.</p> <p>5 Q Yes.</p> <p>6 A I don't know. I am really not an</p> <p>7 expert in insurance.</p> <p>8 Q I'm not asking for expertise. I'm</p> <p>9 just asking your -- your opinion.</p> <p>10 A I don't have an opinion on it.</p> <p>11 Q So you think smokers and nonsmokers</p> <p>12 are equally healthy?</p> <p>13 MR. LYTLE: Object to the form of the</p> <p>14 question.</p> <p>15 A I do not have an opinion on it.</p> <p>16 Q If you had to guess who would die</p> <p>17 sooner, someone who smokes versus someone who</p> <p>18 doesn't smoke, who do you think would die sooner?</p> <p>19 MR. LYTLE: Object to the form.</p> <p>20 A I am -- I'm really not an expert. I'm</p> <p>21 not a medical professional. I'm not an actuary. I</p> <p>22 don't think I can answer that in a helpful way.</p> <p>23 Q I'm not asking you for an expert</p> <p>24 opinion. I'm just asking for your opinion.</p> <p>25 A I don't have an opinion.</p>

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<p style="text-align: right;">Page 142</p> <p>1 William Whitman - Confidential</p> <p>2 MR. LYTLE: Same objections.</p> <p>3 MS. DAWSON: Let's take about a</p> <p>4 ten-minute break.</p> <p>5 MR. LYTLE: Okay.</p> <p>6 THE VIDEOGRAPHER: Stand by.</p> <p>7 This marks the end of media unit</p> <p>8 number four. We are off the record at</p> <p>9 2:53 p.m.</p> <p>10 (A break is taken.)</p> <p>11 THE VIDEOGRAPHER: This marks the</p> <p>12 beginning of media unit number five. We are</p> <p>13 back on the record at 3:05 p.m.</p> <p>14 CONTINUED DIRECT EXAMINATION</p> <p>15 BY MS. DAWSON:</p> <p>16 Q Mr. Whitman, if you go to page 10 of</p> <p>17 Defendant's Exhibit Number 10, up at the top it says</p> <p>18 "cost of insurance."</p> <p>19 Do you see that?</p> <p>20 A Yes.</p> <p>21 Q Okay. And if you could read that out</p> <p>22 loud into the record, please.</p> <p>23 A "Cost of insurance. This cost is</p> <p>24 calculated each month. The cost is determined</p> <p>25 separately for the initial basic amount and each</p>	<p style="text-align: right;">Page 144</p> <p>1 William Whitman - Confidential</p> <p>2 while the policy is in force?"</p> <p>3 Do you see that sentence?</p> <p>4 A "Monthly Deductions." Maximum -- "The</p> <p>5 deduction date is the 16th of each month. Maximum</p> <p>6 monthly cost of insurance rates are shown on</p> <p>7 page four. The cost of insurance is deductible</p> <p>8 while the policy is in force."</p> <p>9 Yes, I see that.</p> <p>10 Q Okay. So it's fair to say that, while</p> <p>11 the policy is in force, State Farm is able to</p> <p>12 deduct, each month, the cost of insurance, correct?</p> <p>13 A I -- that's what it says here. Yes,</p> <p>14 that's correct.</p> <p>15 Q And then it says:</p> <p>16 "Maximum monthly cost of insurance</p> <p>17 rates are shown on page four."</p> <p>18 Do you see that?</p> <p>19 A I see that.</p> <p>20 Q And so it's fair to say that indicates</p> <p>21 that there is a maximum monthly cost of insurance</p> <p>22 rate that State Farm cannot exceed.</p> <p>23 Is that fair to say?</p> <p>24 A That's what it says here:</p> <p>25 "Maximum monthly cost of insurance</p>
<p style="text-align: right;">Page 143</p> <p>1 William Whitman - Confidential</p> <p>2 increase in basic amount. The cost of insurance is</p> <p>3 the monthly cost of insurance rate times the</p> <p>4 difference between one and two where one is the</p> <p>5 amount of insurance on the deduction date at the</p> <p>6 start of each month divided by 1.032737 and two is</p> <p>7 the account value on the deduction date at the start</p> <p>8 of the month before the cost of insurance and</p> <p>9 monthly charge or any waiver or monthly deduction</p> <p>10 benefit rider are deducted. Until the account value</p> <p>11 exceeds the initial basic amount, the account value</p> <p>12 is part of the initial basic amount. Once the</p> <p>13 account value exceeds that amount, if there are --</p> <p>14 if there have been any increases in the basic</p> <p>15 amount, the excess will be part of the increases in</p> <p>16 order in which the increases occurred."</p> <p>17 Q Okay. So page 10 talks about cost of</p> <p>18 insurance and it being calculated each month, and</p> <p>19 then underneath that -- we talked about before we</p> <p>20 went on break -- the monthly cost of insurance</p> <p>21 rates.</p> <p>22 So we go back to page three of</p> <p>23 Exhibit 10, under "Monthly Deductions." Do you see</p> <p>24 where it says:</p> <p>25 "The cost of insurance is deductible</p>	<p style="text-align: right;">Page 145</p> <p>1 William Whitman - Confidential</p> <p>2 rates are shown on page four."</p> <p>3 And so if those are on page four, then</p> <p>4 that implies that there is a maximum monthly cost of</p> <p>5 insurance, according to what's written here, yes.</p> <p>6 Q Right. So if we turn to page four, do</p> <p>7 you see on page four --</p> <p>8 A Are you hearing some feedback? Maybe</p> <p>9 someone's mic? Jeremy Root, maybe?</p> <p>10 Okay. Yeah, I think it's muted now.</p> <p>11 That might -- that might be better.</p> <p>12 Q On page --</p> <p>13 A Okay. I'm on page four.</p> <p>14 Q Do you see in the middle of the page</p> <p>15 where it says:</p> <p>16 "Cost of insurance rates and monthly</p> <p>17 charges"?</p> <p>18 A I see that.</p> <p>19 Q And it says:</p> <p>20 "Maximum monthly cost of insurance</p> <p>21 rates per \$1,000"?</p> <p>22 A I see that.</p> <p>23 Q Okay. And underneath that, it says:</p> <p>24 "Standard rate class, male,</p> <p>25 nontobacco."</p>



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<p style="text-align: right;">Page 146</p> <p>1 William Whitman - Confidential</p> <p>2 Do you see that?</p> <p>3 <b>A I see that.</b></p> <p>4 Q So is it fair to say that on page four</p> <p>5 are the maximum monthly cost of insurance rates per</p> <p>6 \$1,000 for standard rate class, male, nontobacco,</p> <p>7 that can be charged by State Farm?</p> <p>8 MR. LYTLE: Object to the form of the</p> <p>9 question.</p> <p>10 <b>A That's what it -- that's what it says</b></p> <p>11 <b>here.</b></p> <p>12 Q Is it your belief that State Farm has</p> <p>13 charged you more than the maximum monthly cost of</p> <p>14 insurance rates --</p> <p>15 MR. LYTLE: Object to the form.</p> <p>16 Q -- as stated on page four?</p> <p>17 MR. LYTLE: Same objection.</p> <p>18 <b>A You know, I think this is all</b></p> <p>19 <b>documented. Whatever the -- what am I trying to ask</b></p> <p>20 <b>here?</b></p> <p>21 <b>Can you repeat the question, please?</b></p> <p>22 <b>Sorry about that.</b></p> <p>23 Q Sure, sure. I was asking whether or</p> <p>24 not it's your contention that State Farm charged an</p> <p>25 excess of the maximum monthly cost of insurance</p>	<p style="text-align: right;">Page 148</p> <p>1 William Whitman - Confidential</p> <p>2 month the cost of insurance while the policy is in</p> <p>3 force?</p> <p>4 MR. LYTLE: Object to the form of the</p> <p>5 question.</p> <p>6 Q Look at page three.</p> <p>7 MR. LYTLE: The document speaks for</p> <p>8 itself.</p> <p>9 <b>A So I'm looking at page three.</b></p> <p>10 Q And the sentence says:</p> <p>11 "The cost of insurance is deductible</p> <p>12 while the policy is in force."</p> <p>13 Do you see that sentence?</p> <p>14 <b>A Yes, I see that sentence.</b></p> <p>15 <b>"The cost of insurance is deductible</b></p> <p>16 <b>while the policy is in force."</b></p> <p>17 Q So while the policy is in force,</p> <p>18 State Farm is entitled to deduct each month the cost</p> <p>19 of insurance, correct?</p> <p>20 MR. LYTLE: Object to the form of the</p> <p>21 question. Calls for a legal conclusion.</p> <p>22 Misstates the content of the document. That's</p> <p>23 not what that sentence says, Counsel.</p> <p>24 <b>A I don't know that that's correct.</b></p> <p>25 Q Well, this at the top is your policy</p>
<p style="text-align: right;">Page 147</p> <p>1 William Whitman - Confidential</p> <p>2 rates.</p> <p>3 <b>A You know, this -- that's why I've got</b></p> <p>4 <b>lawyers. It's in the complaint, the contentions,</b></p> <p>5 <b>the assertions. I don't know exactly how to</b></p> <p>6 <b>interpret this chart.</b></p> <p>7 Q It's fair to say that State Farm can</p> <p>8 charge up to the rates listed on page four, but not</p> <p>9 exceed those rates, correct?</p> <p>10 MR. LYTLE: Object to the form of the</p> <p>11 question. Calls for a legal conclusion.</p> <p>12 <b>A No. I -- I can't say that's correct.</b></p> <p>13 Q Well, you said -- you read on page</p> <p>14 three that the cost of insurance is deductible while</p> <p>15 the policy is in force, correct?</p> <p>16 <b>A Page three, yes, the sentence says:</b></p> <p>17 <b>"The cost of insurance is deductible</b></p> <p>18 <b>while the policy is in force."</b></p> <p>19 <b>Yes.</b></p> <p>20 Q So while the policy is in force,</p> <p>21 State Farm is entitled to deduct each month the cost</p> <p>22 of insurance, correct?</p> <p>23 <b>A I don't know that that's true.</b></p> <p>24 Q Well, isn't that what the document</p> <p>25 says, that State Farm is entitled to deduct each</p>	<p style="text-align: right;">Page 149</p> <p>1 William Whitman - Confidential</p> <p>2 identification sheet, correct?</p> <p>3 <b>A Yes.</b></p> <p>4 Q And it sets forth that you were the</p> <p>5 insured, the policy date, your issue date.</p> <p>6 <b>A Yes, I see that.</b></p> <p>7 Q And -- and the basic amount of</p> <p>8 \$500,000 of coverage, is that accurate? Do you</p> <p>9 believe that to be true?</p> <p>10 <b>A I believe that's the policy that I</b></p> <p>11 <b>purchased, 500,000.</b></p> <p>12 Q And so, if you believe that to be</p> <p>13 true, then why do you not believe it to be true</p> <p>14 that, under "monthly deductions," that State Farm is</p> <p>15 permitted each month while the policy is in force to</p> <p>16 deduct for the cost of insurance?</p> <p>17 MR. LYTLE: Object to the form of the</p> <p>18 question.</p> <p>19 <b>A I believe that the document does say</b></p> <p>20 <b>the cost of insurance is deductible on a monthly</b></p> <p>21 <b>basis.</b></p> <p>22 Q So you would agree with me that</p> <p>23 State Farm each month is entitled to deduct the cost</p> <p>24 of insurance?</p> <p>25 MR. LYTLE: Object to the form of the</p>

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<p style="text-align: right;">Page 150</p> <p>1 William Whitman - Confidential</p> <p>2 question.</p> <p>3 Q Correct?</p> <p>4 MR. LYTLE: Same objection.</p> <p>5 A It's a large policy. It may say</p> <p>6 somewhere else that -- something conflicting. I'm</p> <p>7 not an expert. That's why I have attorneys to help</p> <p>8 interpret this.</p> <p>9 Q I'm asking you to read the sentence</p> <p>10 and tell me whether or not you agree with the</p> <p>11 sentence. And it's pretty straightforward. You</p> <p>12 agreed that as far as the other items on this</p> <p>13 document, that those are correct.</p> <p>14 The document is correct in identifying</p> <p>15 who is the insured, correct?</p> <p>16 A Yes. The document identifies me as</p> <p>17 the insured.</p> <p>18 Q And age 20 when you purchased this</p> <p>19 policy, correct?</p> <p>20 A Yes, that's correct.</p> <p>21 Q And you agreed that the policy</p> <p>22 correctly reflects death benefit option one as the</p> <p>23 death benefit that you have, correct?</p> <p>24 A Yes. I believe that is the death</p> <p>25 benefit. Death benefit option one is what I</p>	<p style="text-align: right;">Page 152</p> <p>1 William Whitman - Confidential</p> <p>2 those all appear to be correct, including the age 20</p> <p>3 at the time of purchase. I believe all those items</p> <p>4 are correct, yes.</p> <p>5 Q And, in fact, this document reflects</p> <p>6 what you and State Farm agreed to?</p> <p>7 MR. LYTLE: Object to the form.</p> <p>8 A Presumably, yes. This document is a</p> <p>9 contract that I signed and that State Farm signed.</p> <p>10 Q Right. So you agreed to the</p> <p>11 provisions in this contract when you signed it,</p> <p>12 correct?</p> <p>13 A Yes.</p> <p>14 Q So what's in the contract, the words</p> <p>15 on the page, you are obligated to fulfill what is</p> <p>16 stated in the contract. You're to do what the</p> <p>17 contract tells you to do, correct?</p> <p>18 MR. LYTLE: Object to the form of the</p> <p>19 question.</p> <p>20 A The question is, I'm to do what the</p> <p>21 contract tells me to do?</p> <p>22 Q Yeah. The -- the -- the -- the rights</p> <p>23 and obligations of you and State Farm are included</p> <p>24 in the contract, correct?</p> <p>25 MR. LYTLE: Object to the form.</p>
<p style="text-align: right;">Page 151</p> <p>1 William Whitman - Confidential</p> <p>2 purchased, I believe.</p> <p>3 Q All right. And so you agree that the</p> <p>4 document accurately reflects that, when you first</p> <p>5 purchased the policy, the basic amount of coverage</p> <p>6 was \$500,000, correct?</p> <p>7 MR. LYTLE: Object to the form. Asked</p> <p>8 and answered.</p> <p>9 You can answer again.</p> <p>10 A Yes. The cost -- the basic amount was</p> <p>11 500,000 when I purchased the policy.</p> <p>12 Q All right. So, so far, we agree that</p> <p>13 what's on page three of Exhibit 10 is true and</p> <p>14 accurate, correct?</p> <p>15 A Yes. I can interpret those. They're</p> <p>16 simple enough.</p> <p>17 Q I'm not asking you to interpret.</p> <p>18 That's what the document says.</p> <p>19 A That's what -- that -- yes.</p> <p>20 Q And you were confirming that what the</p> <p>21 document says is, in fact, accurate and true?</p> <p>22 MR. LYTLE: Object to the form.</p> <p>23 A Those -- those items, yes, they do</p> <p>24 appear to be accurate and true. The initial basic</p> <p>25 amount, the insured, and the policy issue date,</p>	<p style="text-align: right;">Page 153</p> <p>1 William Whitman - Confidential</p> <p>2 A Presumably, the contract has a number</p> <p>3 of items identified and definitions identified. The</p> <p>4 contract has lot of things. I can't say that I</p> <p>5 understand everything in the contract.</p> <p>6 Q But just because you don't understand</p> <p>7 it doesn't mean that you are not obligated to do</p> <p>8 what is required of you in a contract that you</p> <p>9 signed?</p> <p>10 A Is that a question?</p> <p>11 MR. LYTLE: Object to the form.</p> <p>12 Q It is.</p> <p>13 MR. LYTLE: Object to the form.</p> <p>14 A Could you please restate it.</p> <p>15 Q Let the court reporter read it back.</p> <p>16 (Reporter read back pending question.)</p> <p>17 A I don't understand the question.</p> <p>18 Q Sure. When you sign a contract, you</p> <p>19 are committing to do what the contract provides in</p> <p>20 it, correct?</p> <p>21 MR. LYTLE: Object to the form.</p> <p>22 A When I sign a contract -- any</p> <p>23 contract? Any -- any hypothetical contract?</p> <p>24 Q When you signed this contract of</p> <p>25 insurance with State Farm, you agreed to the</p>



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<p style="text-align: right;">Page 154</p> <p>1 William Whitman - Confidential</p> <p>2 provisions in the contract, correct?</p> <p>3 MR. LYTLE: Object to the form.</p> <p>4 You can answer.</p> <p>5 A Presumably, yes, I -- I agreed to</p> <p>6 what's in the contract by signing it.</p> <p>7 Q And part of your obligations in the</p> <p>8 contract is that you've got to pay premiums,</p> <p>9 correct?</p> <p>10 A Yes, I believe -- I believe that's</p> <p>11 part of the contract, 175 per month.</p> <p>12 Q And page three talks about the</p> <p>13 schedule of premiums, correct?</p> <p>14 A Yes. I see schedule of premiums on</p> <p>15 page three.</p> <p>16 Q Right. And also on page three, it</p> <p>17 identifies other amounts that are required to be</p> <p>18 paid to State Farm?</p> <p>19 MR. LYTLE: Is -- is that a question,</p> <p>20 Counsel?</p> <p>21 Q Correct?</p> <p>22 MR. LYTLE: Okay. Object to the form.</p> <p>23 A Okay. Can you repeat the question,</p> <p>24 please?</p> <p>25 Q Sure.</p>	<p style="text-align: right;">Page 156</p> <p>1 William Whitman - Confidential</p> <p>2 The cost of insurance, the monthly insurance charges</p> <p>3 for any riders, and the monthly expense charge.</p> <p>4 Q So it explicitly states in the policy</p> <p>5 deductions that will be taken as part of your</p> <p>6 contract of insurance with State Farm, correct?</p> <p>7 MR. LYTLE: Object to the form. The</p> <p>8 document speaks for itself.</p> <p>9 A I -- I see that here, those items</p> <p>10 that -- that I just read. Those are -- those are</p> <p>11 items one, two, and three.</p> <p>12 Q Right. And items one, two, and three</p> <p>13 are monthly deductions that are taken by State Farm</p> <p>14 as part of the contract of insurance that you signed</p> <p>15 with State Farm, correct?</p> <p>16 MR. LYTLE: Object to the form.</p> <p>17 A Those are what are -- those are listed</p> <p>18 here, and they're in the contract; and, yes, I did</p> <p>19 sign this contract. I don't know that they're</p> <p>20 valid. I don't know that they're legal. I don't</p> <p>21 know the specifics. I'm not a lawyer.</p> <p>22 But those are -- those are here and I</p> <p>23 did sign this contract somewhere.</p> <p>24 Q All right. We're going to go to</p> <p>25 tab 11, so Defendant's Exhibit Number 11.</p>
<p style="text-align: right;">Page 155</p> <p>1 William Whitman - Confidential</p> <p>2 MS. DAWSON: Can the court reporter</p> <p>3 read that back, please.</p> <p>4 (Reporter read back pending question.)</p> <p>5 MR. LYTLE: Object to the form.</p> <p>6 A I see a premium expense charge of</p> <p>7 5 percent is deducted from each premium paid. I</p> <p>8 don't know that that's required that I pay it to</p> <p>9 State Farm, but that's what I see here on this page.</p> <p>10 I see the initial premium is \$151. I</p> <p>11 believe I paid \$175. I'm not sure that these are</p> <p>12 required to be paid, but they -- those are the</p> <p>13 amounts listed.</p> <p>14 And then I see the cost of insurance</p> <p>15 monthly expense charge is \$5, and then I see the</p> <p>16 sentence that you mentioned earlier:</p> <p>17 "The cost of insurance is deductible</p> <p>18 while the policy is in force."</p> <p>19 Q Right. These deductions on page three</p> <p>20 are in -- referred to on page nine of Exhibit 10 as</p> <p>21 well, where it describes the monthly deductions that</p> <p>22 are taken out by State Farm while your policy is in</p> <p>23 force?</p> <p>24 A I see on page nine the monthly</p> <p>25 deductions, and that's what you had me read earlier:</p>	<p style="text-align: right;">Page 157</p> <p>1 William Whitman - Confidential</p> <p>2 A Okay.</p> <p>3 (Exhibit No. Defendant's 11, State</p> <p>4 Farm Annual Notices of Policy Status for</p> <p>5 William T. Whitman, first page from 1/16/01 to</p> <p>6 1/15/02, Bates Nos. SFLIC-W 207168 to last</p> <p>7 page Bates No. 207271, 74-page Document is</p> <p>8 marked by the reporter for identification.)</p> <p>9 Q Now, just -- I think it's going to be</p> <p>10 easier for the questions if you just take a moment</p> <p>11 to just kind of flip through Exhibit 11. These are</p> <p>12 your annual notice of policy status. And the first</p> <p>13 one is dated January 15, 2002, and the last one is</p> <p>14 January 15, 2021. I'm going to ask you some</p> <p>15 questions about these documents.</p> <p>16 A Okay. I see that.</p> <p>17 Q So if we look at -- and I'm going to</p> <p>18 refer -- so a Bates label is just that number in the</p> <p>19 right-hand corner of each document.</p> <p>20 Do you see that?</p> <p>21 A You call it the Bates label?</p> <p>22 Q Yeah, Bates number.</p> <p>23 A Is that the one ending in 168?</p> <p>24 Q Exactly.</p> <p>25 A Okay.</p>

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<p style="text-align: right;">Page 158</p> <p><b>William Whitman - Confidential</b></p> <p>Q So what I'm going to do for purposes of our discussion, I'm not going to read that whole long string, I'm just going to read off the last three numbers.</p> <p><b>A Okay.</b></p> <p>Q Like you did, 168, 169, like that, to make it easier.</p> <p><b>A Okay.</b></p> <p>Q All right. So let's start on 168 of Defendant's Exhibit 11.</p> <p>Have you seen this document before?</p> <p><b>A It's possible. I don't remember it specifically.</b></p> <p>Q Do you recall generally receiving notices of the status of your life insurance policy with State Farm?</p> <p><b>A I receive a lot of mail from State Farm, including marketing paperwork and other things. I'm not sure I -- I generally recall receiving this specific document on a routine basis.</b></p> <p>Q Well, up in the left-hand corner where it says "William T. Whitman" and the address of 816 Northeast 43rd Street, Apartment 108, was that your address?</p>	<p style="text-align: right;">Page 160</p> <p><b>William Whitman - Confidential</b></p> <p><b>information, but it's -- but it's -- it definitely purports to provide some information about my policy between those dates.</b></p> <p>Q Okay. And you see under "Payment Information," it says:</p> <p>"Your monthly payments of \$175 are made on the State Farm payment plan."</p> <p>Do you see that?</p> <p><b>A Yes.</b></p> <p>Q And is that consistent with your recollection of being on a State Farm payment plan and paying \$175 per month for the premium?</p> <p><b>A Yes, I think so.</b></p> <p>Q And do you see under "insurance information," it says "universal life" and the insurance amount of \$500,000?</p> <p><b>A Yes.</b></p> <p>Q And, again, that is consistent with the coverage that you sought when you applied for insurance, right, for a coverage basic amount of \$500,000, correct?</p> <p><b>A I don't know that I sought 500,000 in insurance amounts. But that's consistent with the policy amount that we are talking about today.</b></p>
<p style="text-align: right;">Page 159</p> <p><b>William Whitman - Confidential</b></p> <p><b>A I believe so. Yes.</b></p> <p>Q I mean, you have no reason to believe you did not receive this document, correct?</p> <p><b>A Correct.</b></p> <p>Q Let's just go through this first page.</p> <p>You see, up at the top, policy date information. It says your policy is dated January 16, 2001.</p> <p>Do you see that?</p> <p><b>A Yes.</b></p> <p>Q All right. And it says:</p> <p>"This notice provides information from January 16, 2001, to January 16, 2002."</p> <p>Do you see that?</p> <p><b>A I see that.</b></p> <p>Q So is it fair to say that this document is about to provide information about your policy activity from the period January 16, 2001, to January 16, 2002?</p> <p>MR. LYTLE: Object to the form.</p> <p>Q Is that accurate?</p> <p><b>A That's -- that's what it looks like, information about my policy from those -- those dates. I don't know if it's the complete</b></p>	<p style="text-align: right;">Page 161</p> <p><b>William Whitman - Confidential</b></p> <p>Q The next line, you see "cost of insurance for universal life," and there's a number there. What's that number?</p> <p><b>A "Cost of insurance, universal life insurance cost, \$539.22."</b></p> <p>Q So on the very first page of the annual notice, it identifies the cost of insurance deducted for the period January 16, 2001, to January 16, 2002, correct?</p> <p><b>A Well, I don't know what "insurance cost" means in this context. But that's what it says here. It says, "cost of insurance," "insurance cost, \$539.22."</b></p> <p>Q Then do you see "account value"?</p> <p><b>A Yes.</b></p> <p>Q All right. Then underneath "account value," it has various items listed, "beginning balance," "payments," "interest credited," "expense charges," "cost of insurance," "balances as of January 8, 2002," "interest to be earned."</p> <p>Do you see that?</p> <p><b>A I see that.</b></p> <p>Q Okay. So here, what is the beginning balance of the account value?</p>

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<p>1 William Whitman - Confidential</p> <p>2 A It looks like zero.</p> <p>3 Q Okay. And then you see payments.</p> <p>4 What's the amount of your payments?</p> <p>5 A Here it says \$2,275.00.</p> <p>6 Q All right. And then what was the</p> <p>7 amount of interest credited?</p> <p>8 A It says the amount of interest</p> <p>9 credited was \$40.86.</p> <p>10 Q All right. And then there are</p> <p>11 deductions. Next, there is an expense charge</p> <p>12 deduction. And what was the expense charge</p> <p>13 deduction?</p> <p>14 A Expense charges, it says, were</p> <p>15 \$173.75.</p> <p>16 Q All right. And then next, it has the</p> <p>17 cost of insurance deductions.</p> <p>18 How much was that?</p> <p>19 A It says the cost of insurance</p> <p>20 deductions were \$539.22.</p> <p>21 Q So we see the cost of insurance</p> <p>22 deduction is -- is listed twice, in two different</p> <p>23 places here on the first page, correct?</p> <p>24 A The cost of insurance, I don't know</p> <p>25 exactly what that means in this case. For instance,</p>	<p>1 William Whitman - Confidential</p> <p>2 math, but those are the numbers here; and that's</p> <p>3 what this general setup would lead me to believe.</p> <p>4 Q Okay. And that's what -- I just want</p> <p>5 to make sure we're on the same page in terms of</p> <p>6 understanding what this document reflects.</p> <p>7 Now, interest rate here says the</p> <p>8 account value currently earns 5.75 percent, except</p> <p>9 the account value equal to any policy loan on</p> <p>10 6 percent.</p> <p>11 Okay. So you see the -- the -- the</p> <p>12 account value currently earns 5.75 percent interest,</p> <p>13 except the account value equal to any policy loan.</p> <p>14 Is that how you understand that?</p> <p>15 A I don't understand that. But I do see</p> <p>16 those words here. But I don't understand the</p> <p>17 distinction between the account value in any policy</p> <p>18 loan that's equal to that earning 6 percent, but the</p> <p>19 current earnings is 5.75 percent. So I -- I don't</p> <p>20 fully understand what they're saying there.</p> <p>21 Q Now, if you turn the page to 169.</p> <p>22 A 169.</p> <p>23 Q Yeah. So just flip. It's in that</p> <p>24 right-hand corner. It says 169.</p> <p>25 A Okay. I see it.</p>
Page 163	Page 165
<p>1 William Whitman - Confidential</p> <p>2 I might assume that the cost of insurance included</p> <p>3 expenses, but here it looks like they're separate.</p> <p>4 So -- so it does say the cost of insurance is here,</p> <p>5 \$539.22.</p> <p>6 Q All right. Now, you've got a balance</p> <p>7 as of January 8, 2002.</p> <p>8 What's that?</p> <p>9 A The balance as of January 8th, 2002,</p> <p>10 is \$1,602.89.</p> <p>11 Q Now, doing the math, can you figure</p> <p>12 out how you got to that balance of \$1,602.89,</p> <p>13 looking at this?</p> <p>14 A Looking at this, I would assume that</p> <p>15 the initial balance was zero dollars, and then</p> <p>16 payments were made of \$2,275; and then there was</p> <p>17 interest credited in addition to that, and then some</p> <p>18 expenses were removed from that total of \$172.75.</p> <p>19 And then more additional expenses were</p> <p>20 removed, and they're calling that the cost of</p> <p>21 insurance here, which is \$539.22.</p> <p>22 And that's, I believe, how we arrived</p> <p>23 at the cost of insurance of one -- excuse me. I</p> <p>24 believe that's how we arrived at the balance as of</p> <p>25 January 8, 2002, of \$1,602.89. I didn't do the</p>	<p>1 William Whitman - Confidential</p> <p>2 Q So here, there is -- it says:</p> <p>3 "Important policy owner notice."</p> <p>4 A Okay. I see that.</p> <p>5 Q Okay. And why don't you read that out</p> <p>6 loud into the record, please?</p> <p>7 A "Important policy owner notice. You</p> <p>8 should consider requesting more detailed information</p> <p>9 about your policy to understand how it may perform</p> <p>10 in the future. You should not consider replacement</p> <p>11 of your policy or make changes in your coverage</p> <p>12 without requesting a current illustration. You may</p> <p>13 annually request, without charge, a current</p> <p>14 illustration by writing or calling State Farm</p> <p>15 Insurance at the address listed on this notice. If</p> <p>16 you do not receive a current illustration of your</p> <p>17 policy within 30 days from your request, you should</p> <p>18 contact your" State Farm -- I'm sorry -- "you should</p> <p>19 contact your state insurance department."</p> <p>20 Q So it's fair to say that, if you had</p> <p>21 questions or needed more detail about your policy</p> <p>22 and how it may perform, you should contact State</p> <p>23 Farm, correct?</p> <p>24 MR. LYTLE: Object to the form.</p> <p>25 A No. I would -- I would -- any</p>

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<p style="text-align: right;">Page 166</p> <p>1 William Whitman - Confidential</p> <p>2 important policy notice, I think should be on the</p> <p>3 front page or on the envelope.</p> <p>4 Q But it's here in the document that was</p> <p>5 mailed to your address, correct?</p> <p>6 A I see this. Yes, I see the paragraph</p> <p>7 that says "important policy owner notice."</p> <p>8 But my preference and my personal</p> <p>9 policy is to put important policy owner notices on</p> <p>10 the first page.</p> <p>11 Q Okay. Well, you're not in the</p> <p>12 business of insurance; are you?</p> <p>13 A No.</p> <p>14 Q But the information is there, and it</p> <p>15 advises that you should consider requesting</p> <p>16 information if you so desire, correct?</p> <p>17 A I do see that.</p> <p>18 Q Now, do you see "financial</p> <p>19 transactions" in the middle of the page?</p> <p>20 A Yes, I do.</p> <p>21 Q Okay. And it shows payments and</p> <p>22 withdrawals and expense charges. Do you see those</p> <p>23 columns? "Payments/Withdrawals" is one column.</p> <p>24 "Expense Charges" is another column. "Cost of</p> <p>25 Insurance" is another column. "Interest Credited"</p>	<p style="text-align: right;">Page 168</p> <p>1 William Whitman - Confidential</p> <p>2 Q So is it fair to say that that 151</p> <p>3 showing up on Exhibit 11 at Bates page 169 refers to</p> <p>4 that amount?</p> <p>5 MR. LYTLE: Object to the form.</p> <p>6 A It -- it's certainly possible. I</p> <p>7 don't know for sure if that's the amount, but it</p> <p>8 certainly is possible that that's what that</p> <p>9 represents.</p> <p>10 Q And then if you look back at Exhibit</p> <p>11 Number 7.</p> <p>12 A Okay. I'm at Exhibit 7.</p> <p>13 Q Do you see where it says "planned</p> <p>14 premium 175"?</p> <p>15 A Yes, I see where it says "planned</p> <p>16 premium \$175."</p> <p>17 Q And it's fair to say that the 175</p> <p>18 planned premium is reflected in the withdrawals of</p> <p>19 \$175 on Bates page 169 of Exhibit Number 11?</p> <p>20 MR. LYTLE: Object to the form.</p> <p>21 A It's -- it's possible that that's what</p> <p>22 that reflects, the planned premium amount, but I</p> <p>23 don't know. This is 20 years ago.</p> <p>24 Q Then you see the column entitled</p> <p>25 "Expense Charges."</p>
<p style="text-align: right;">Page 167</p> <p>1 William Whitman - Confidential</p> <p>2 is another column, and then "Ending Account Value."</p> <p>3 Do you see that?</p> <p>4 A I do see that.</p> <p>5 Q Okay. Now, for the column entitled</p> <p>6 "Expense Charges" -- well, let me start with -- I'm</p> <p>7 sorry -- the column entitled "Payments/Withdrawals."</p> <p>8 Does that show each premium payment</p> <p>9 that you made that first year?</p> <p>10 MR. LYTLE: Object to the form.</p> <p>11 A I'm not sure. I -- I always -- I</p> <p>12 thought I always paid \$175, but this shows a couple</p> <p>13 of different amounts, 151 and 24 separately. I</p> <p>14 don't know -- I don't know if these are all of my</p> <p>15 premium payments or not.</p> <p>16 Q Well, you do recall, if we go back to,</p> <p>17 I believe, Exhibit Number 10, page three.</p> <p>18 A One second.</p> <p>19 Okay. I see page three.</p> <p>20 Q You see in the middle of the page it</p> <p>21 says:</p> <p>22 "The initial premium is 151."</p> <p>23 Correct?</p> <p>24 A Yes, I see that.</p> <p>25 "Initial premium is \$151."</p>	<p style="text-align: right;">Page 169</p> <p>1 William Whitman - Confidential</p> <p>2 A I see that.</p> <p>3 Q Now, do you see that for each premium</p> <p>4 payment you made there is a corresponding 5 percent</p> <p>5 expense charge?</p> <p>6 MR. LYTLE: Object to the form.</p> <p>7 A No. I see a -- in the expense</p> <p>8 charges, I see a \$5 charge, or is that a percentage?</p> <p>9 Under expense charges, is that 5 percent?</p> <p>10 Q That is a percentage as well, as the</p> <p>11 \$5.</p> <p>12 MR. LYTLE: Object to the form of the</p> <p>13 question.</p> <p>14 A So the -- okay. So the -- so I do --</p> <p>15 I do see 7.55 there. I don't know what it</p> <p>16 represents. If you tell me that that's 5 percent of</p> <p>17 \$151, that's certainly possible. But I also see the</p> <p>18 5.00, which could be \$5 or 5 percent.</p> <p>19 I'm really not a -- I'm really not an</p> <p>20 expert at this -- at this stuff. And I know you're</p> <p>21 not asking me to be an expert.</p> <p>22 Q Exhibit Number 10, page three.</p> <p>23 A Okay. I'm at page three.</p> <p>24 Q And it states:</p> <p>25 "A premium expense charge of 5 percent</p>

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<p style="text-align: right;">Page 170</p> <p>1 William Whitman - Confidential</p> <p>2 is deducted from each premium paid."</p> <p>3 A I see the monthly expense charge.</p> <p>4 Q I want you to go up to where it says</p> <p>5 "schedule of premiums" on page three.</p> <p>6 A "Schedule of premiums," yes, \$151, the</p> <p>7 initial premium.</p> <p>8 Q And then you see the line:</p> <p>9 "A premium expense charge of 5 percent</p> <p>10 is deducted from each premium paid"?</p> <p>11 A Yes.</p> <p>12 "A premium expense charge of 5 percent</p> <p>13 is deducted from each premium paid."</p> <p>14 I see that line.</p> <p>15 Q Right. And then as you noted, under</p> <p>16 monthly deductions, there's the monthly expense</p> <p>17 charge of \$5 as well as the cost of insurance</p> <p>18 monthly deduction?</p> <p>19 A Yes. Yes. I see that. It all -- it</p> <p>20 all sounds fairly complicated to me.</p> <p>21 Q Well, it's not that complicated. So</p> <p>22 we've got three categories of deductions. There's</p> <p>23 the monthly expense charge of \$5, correct, which you</p> <p>24 see?</p> <p>25 A I see that.</p>	<p style="text-align: right;">Page 172</p> <p>1 William Whitman - Confidential</p> <p>2 expense charge, 5 percent of premium, \$5 monthly</p> <p>3 expense charge, and the cost of insurance?</p> <p>4 A I do see that there are three</p> <p>5 categories. But then underneath that, I understand</p> <p>6 there's more complexity.</p> <p>7 Q So if you go to Exhibit Number 11.</p> <p>8 A Okay.</p> <p>9 Q Bates 169.</p> <p>10 A Yes, 169.</p> <p>11 Q Under "Financial Transactions" --</p> <p>12 A Yes.</p> <p>13 Q -- and you look at the "Expense</p> <p>14 Charges"?</p> <p>15 A Yes, I see the "Expense Charges"</p> <p>16 column.</p> <p>17 Q Okay. Why don't you count up the</p> <p>18 number of times you see \$5.</p> <p>19 A Okay. I see \$5 on line 01162001. Oh,</p> <p>20 no. Those aren't line numbers.</p> <p>21 Q No. You can just count up how many</p> <p>22 times you see \$5 in the expense charges.</p> <p>23 A Okay. One, two, three, four, five,</p> <p>24 six, seven, eight, nine, ten, 11, 12. I see 12</p> <p>25 instances of \$5 under the expense charges column.</p>
<p style="text-align: right;">Page 171</p> <p>1 William Whitman - Confidential</p> <p>2 Q That's straightforward, \$5 a month</p> <p>3 that's taken out, correct?</p> <p>4 A Yes, I see the monthly expense charge</p> <p>5 is \$5 per month.</p> <p>6 Q Right. And then you see a premium</p> <p>7 expense charge of 5 percent is deducted from each</p> <p>8 premium paid. That's another category, correct?</p> <p>9 A Yes. A premium expense charge of</p> <p>10 5 percent of what? I'm not sure of -- 5 percent of</p> <p>11 what?</p> <p>12 Q Of the premium.</p> <p>13 A Of the premium. Okay. That wasn't</p> <p>14 clear to me, or that's not clear to me from the</p> <p>15 document. But I'm -- I'm not an expert at reading</p> <p>16 contracts.</p> <p>17 Q Right. And then there's the cost of</p> <p>18 insurance monthly deduction.</p> <p>19 A And -- and I do see the cost of</p> <p>20 insurance monthly deduction, but then you had me</p> <p>21 read a definition earlier that -- that had that</p> <p>22 broken down into multiple components as well. So I</p> <p>23 would it's more -- it is complicated for me.</p> <p>24 Q But you agree it's three categories of</p> <p>25 deductions we just talked about -- the premium</p>	<p style="text-align: right;">Page 173</p> <p>1 William Whitman - Confidential</p> <p>2 Q Okay. And going back to Exhibit</p> <p>3 Number 10, page three, under "Monthly Deductions,"</p> <p>4 you see there's a monthly expense charge of \$5?</p> <p>5 A Yes. The monthly expense charge is</p> <p>6 \$5, yes.</p> <p>7 Q And there are 12 months in a year,</p> <p>8 correct?</p> <p>9 A Correct.</p> <p>10 Q Okay. So on this annual statement, it</p> <p>11 shows where \$5 was taken out each month for</p> <p>12 12 months, for the period January 16, 2001, to</p> <p>13 January 16, 2002, correct?</p> <p>14 A You said "on this monthly statement."</p> <p>15 Which monthly statement are you referring to?</p> <p>16 Q Exhibit 11, page 169.</p> <p>17 A Okay. This is -- this is a monthly</p> <p>18 statement?</p> <p>19 Q No. It's the annual statement.</p> <p>20 A Okay. Can you repeat the question.</p> <p>21 Q Sure. On page three of Exhibit 10, it</p> <p>22 refers to a \$5 monthly expense charge, correct?</p> <p>23 A Yes, I -- I see that. Yes, it does,</p> <p>24 correct.</p> <p>25 Q And then on Exhibit Number 11, Bates</p>

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<p style="text-align: right;">Page 174</p> <p>1 William Whitman - Confidential</p> <p>2 page 169, it shows that \$5 is taken out 12 times,</p> <p>3 once per month, for the period January 16, 2001, to</p> <p>4 January 16, 2002.</p> <p>5 A Yes, I see that here.</p> <p>6 Q So in the annual notice of policy</p> <p>7 status, it showed where the \$5 monthly expense was</p> <p>8 deducted in this chart, correct?</p> <p>9 A Yes. I see that.</p> <p>10 Q So then if we go back to Exhibit 10,</p> <p>11 page three, we talked about the premium expense</p> <p>12 charge of 5 percent.</p> <p>13 A Yes. I see that here on page three.</p> <p>14 Q And that's 5 percent of premium is</p> <p>15 deducted. It says 5 percent is deducted from each</p> <p>16 premium paid, correct?</p> <p>17 A That's what it says, yes.</p> <p>18 Q So let me go back to</p> <p>19 Defendant's Exhibit 11. And you see the numbers</p> <p>20 other than the \$5 numbers in the expense charges</p> <p>21 column?</p> <p>22 A Yes, I see those.</p> <p>23 Q Okay. And so if you take 5 percent of</p> <p>24 \$151, that would be \$7.55, correct?</p> <p>25 A I don't have a calculator, but that</p>	<p style="text-align: right;">Page 176</p> <p>1 William Whitman - Confidential</p> <p>2 correct?</p> <p>3 A It appears that -- that these numbers</p> <p>4 do coincide with the amounts of the premium that I</p> <p>5 had set up to pay or planned to pay.</p> <p>6 Q And it's fair to say that Bates 169 of</p> <p>7 Defendant's Exhibit Number 11, in the column</p> <p>8 entitled "Expenses Charged," shows you the</p> <p>9 deductions State Farm made from your account for the</p> <p>10 \$5 monthly expense charge and the 5 percent of</p> <p>11 premium charge in that "Expense Charges" column,</p> <p>12 correct?</p> <p>13 A I don't see a column entitled</p> <p>14 "Expenses Charged."</p> <p>15 Q No. Expense --</p> <p>16 A Would you mind repeating? Would you</p> <p>17 mind repeating the question?</p> <p>18 Q Sure. Why don't you find the column</p> <p>19 "Expense Charges" to make sure that we're on the</p> <p>20 same page.</p> <p>21 A I see it.</p> <p>22 Q Okay. So it's fair to say that each</p> <p>23 deduction State Farm made from your account for the</p> <p>24 \$5 monthly expense charge and the premium expense</p> <p>25 charge of 5 percent of each premium paid is</p>
<p style="text-align: right;">Page 175</p> <p>1 William Whitman - Confidential</p> <p>2 sounds close to me.</p> <p>3 Q And 5 percent of \$24 is a dollar and</p> <p>4 20 cents?</p> <p>5 A Sounds -- sounds right.</p> <p>6 Q And then 5 percent of \$175 is \$8.75,</p> <p>7 correct?</p> <p>8 A That sounds -- sounds correct.</p> <p>9 Q So, again, on this annual notice, the</p> <p>10 policy status, Defendant's Exhibit Number 11, it</p> <p>11 shows where the 5 percent deducted from each premium</p> <p>12 paid was made, correct?</p> <p>13 A Yes.</p> <p>14 Q And then to the right of the expense</p> <p>15 charges are the cost of insurance; and there's an</p> <p>16 amount for each month for the cost of insurance?</p> <p>17 A I see that.</p> <p>18 Q Do you see that? Okay.</p> <p>19 And then the interest credited</p> <p>20 reflects interest credited to the account during</p> <p>21 that period January 2001 to January 2002, correct?</p> <p>22 A I see that column, yes.</p> <p>23 Q So it's -- it's fair to say that each</p> <p>24 premium paid into your account is reflected in this</p> <p>25 chart for the period January 2001 to January 2002,</p>	<p style="text-align: right;">Page 177</p> <p>1 William Whitman - Confidential</p> <p>2 disclosed here on the annual statement under the</p> <p>3 column "Expense Charges"?</p> <p>4 A It does look like those numbers</p> <p>5 coincide with the \$5 and 5 percent that you</p> <p>6 identified on Exhibit 10, page three.</p> <p>7 Q Now let's move on to the "Cost of</p> <p>8 Insurance" column on Bates 169, Defendant's Exhibit</p> <p>9 Number 11.</p> <p>10 A I see the column.</p> <p>11 Q Okay. So then going back to</p> <p>12 Defendant's Exhibit Number 10, page three, under</p> <p>13 "Monthly Deductions," where it says:</p> <p>14 "The cost of insurance is deductible</p> <p>15 while the policy is in force."</p> <p>16 And we go to Defendant's Exhibit 11,</p> <p>17 Bates page 169, the column entitled "CFA Cost of</p> <p>18 Insurance," the monthly cost of insurance deductions</p> <p>19 are listed here in the annual statement for the</p> <p>20 period January 2001 to January 2002, correct?</p> <p>21 A I do see the column "Cost of</p> <p>22 Insurance"; and I do see values associated with</p> <p>23 each -- it looks like each month.</p> <p>24 Q So deductions that are referenced in</p> <p>25 Defendant's Exhibit Number 10 on page three and also</p>



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<p style="text-align: right;">Page 178</p> <p>1 William Whitman - Confidential</p> <p>2 referenced on page nine, where it says "Monthly</p> <p>3 Deductions," is reflected in Defendant's Exhibit</p> <p>4 Number 11 at Bates 169, correct?</p> <p>5 A I do see the column "Cost of</p> <p>6 Insurance" identified here. I do see values in each</p> <p>7 one. Can you remind me what the specific question</p> <p>8 is about those numbers or about that column.</p> <p>9 Q Sure. Well, we -- we kind of finished</p> <p>10 with that specific column, and I was talking about</p> <p>11 all the columns where there were deductions.</p> <p>12 A I see.</p> <p>13 Q So I wanted to say that it's -- it's</p> <p>14 fair to say that the deductions that are identified</p> <p>15 at Defendant's Exhibit Number 10 at page three and</p> <p>16 also on page nine of Defendant's Exhibit 10 are</p> <p>17 reflected in Defendant's Exhibit 11 at Bates 169,</p> <p>18 correct?</p> <p>19 A So I did -- I do see page nine of</p> <p>20 Exhibit 10, but there are -- there's a lot of words</p> <p>21 on this page; and we only talked about one very</p> <p>22 specific area.</p> <p>23 So I'm not sure if all of that is</p> <p>24 reflected on the chart on the page that you</p> <p>25 referenced, but I do think that it does coincide</p>	<p style="text-align: right;">Page 180</p> <p>1 William Whitman - Confidential</p> <p>2 169, we went through the premium payments, which is</p> <p>3 under the "Payment/Withdrawal" column, correct?</p> <p>4 A Yes.</p> <p>5 Q And you confirmed that the 151 and the</p> <p>6 175 corresponded to the premium payments made by you</p> <p>7 to State Farm, correct?</p> <p>8 A They appear to coincide, yes.</p> <p>9 Q Right. And we talked about the column</p> <p>10 entitled "Expense Charges" and how that corresponds</p> <p>11 to, if you go to Defendant's Exhibit Number 10, the</p> <p>12 premium expense charge of 5 percent deducted from</p> <p>13 each premium paid and, under Monthly Deductions, the</p> <p>14 monthly expense charge of \$5, correct?</p> <p>15 A Yeah, I do see that -- that column. I</p> <p>16 do see the \$5 charge.</p> <p>17 Q And in the 5 percent of premium?</p> <p>18 A And the 5 percent of the premium</p> <p>19 amount, yes.</p> <p>20 Q And then we talked about how page</p> <p>21 three of Defendant's Exhibit 10 referenced the cost</p> <p>22 of insurance that is deductible while the policy is</p> <p>23 in force and that this column on Defendant's</p> <p>24 Exhibit 11 at Bates 169 reflects the cost of</p> <p>25 insurance deductions taken each month, correct?</p>
<p style="text-align: right;">Page 179</p> <p>1 William Whitman - Confidential</p> <p>2 with the cost of insurance and the monthly expense</p> <p>3 charges from page nine of Exhibit 10.</p> <p>4 But then I also see interest credited</p> <p>5 on here as well. I don't see how -- any specifics</p> <p>6 about the riders. There's something about any --</p> <p>7 monthly charges for any riders. I don't see</p> <p>8 anything like that reflected here.</p> <p>9 So just to -- I just want to be clear</p> <p>10 that I don't fully understand this chart, where</p> <p>11 these costs are, which ones should show up on here</p> <p>12 and which ones don't show up on here, or the</p> <p>13 specifics of what is included in some of these</p> <p>14 costs.</p> <p>15 Additionally, the interest credited,</p> <p>16 I'm not sure how the interest credited is calculated</p> <p>17 either.</p> <p>18 So I do see the chart. I'm sorry for</p> <p>19 talking so much here. But I don't know that I</p> <p>20 understand all of the elements of the chart.</p> <p>21 MS. DAWSON: Okay. I'm going to move</p> <p>22 to strike as nonresponsive. Let's try this</p> <p>23 again.</p> <p>24 A Okay.</p> <p>25 Q On Defendant's Exhibit Number 11, page</p>	<p style="text-align: right;">Page 181</p> <p>1 William Whitman - Confidential</p> <p>2 A It -- it does indicate that there's a</p> <p>3 cost of insurance deduction, and that does appear to</p> <p>4 coincide with the months here.</p> <p>5 Q All right. So my question to you next</p> <p>6 only concerns the columns entitled</p> <p>7 Payment/Withdrawals, "Expense Charges," and "Cost of</p> <p>8 Insurance."</p> <p>9 A Okay.</p> <p>10 Q So there is no need for you to concern</p> <p>11 yourself with the other columns for purposes of</p> <p>12 answering my next question. Okay.</p> <p>13 A Okay.</p> <p>14 Q So it's fair to say that on the annual</p> <p>15 statement, annual notice of policy status,</p> <p>16 Defendant's Exhibit 11 at page 169, that the</p> <p>17 deductions identified on page three at</p> <p>18 Defendant's Exhibit Number 10, specifically the</p> <p>19 monthly expense charge of \$5, the monthly cost of</p> <p>20 insurance deduction, and the premium expense charge,</p> <p>21 are reflected and disclosed in the annual notice</p> <p>22 marked as Defendant's Exhibit Number 11 at</p> <p>23 Bates 169?</p> <p>24 A No, I don't think it is.</p> <p>25 Q And why is that?</p>



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<p style="text-align: right;">Page 182</p> <p>1 William Whitman - Confidential</p> <p>2 <b>A I don't -- I don't know what the cost</b></p> <p>3 <b>of insurance is.</b></p> <p>4 Q The dollar amount that has been</p> <p>5 deducted each month for cost of insurance is</p> <p>6 reflected in Defendant's Exhibit Number 11 at</p> <p>7 Bates 169 in the column "Cost of Insurance,"</p> <p>8 correct?</p> <p>9 <b>A If we're basing it off of State Farm's</b></p> <p>10 <b>definition of "cost of insurance," then, yes. But I</b></p> <p>11 <b>don't know the true cost of insurance. I can't know</b></p> <p>12 <b>your cost of insurance, is what I'm saying. So --</b></p> <p>13 Q I'm asking you whether or not on</p> <p>14 Defendant's Exhibit Number 11 the column listing</p> <p>15 cost of insurance, that the dollar amounts that were</p> <p>16 charged to you are listed in this document.</p> <p>17 <b>A Yes. This appears to be the dollar</b></p> <p>18 <b>amounts that were charged to me. Yes.</b></p> <p>19 Q Correct.</p> <p>20 <b>A Okay.</b></p> <p>21 Q So the dollar amounts charged to you,</p> <p>22 taken as deductions from your account, for cost of</p> <p>23 insurance \$5 expense charge, and 5 percent premium</p> <p>24 is reflected in the annual notice,</p> <p>25 Defendant's Exhibit 11, Bates 169, correct?</p>	<p style="text-align: right;">Page 184</p> <p>1 William Whitman - Confidential</p> <p>2 THE VIDEOGRAPHER: Stand by.</p> <p>3 This marks the end of media unit</p> <p>4 number five. We are off the record at</p> <p>5 4:03 p.m.</p> <p>6 (A break is taken.)</p> <p>7 MS. DAWSON: This marks the beginning</p> <p>8 of media unit number six. We are back on the</p> <p>9 record at 4:15 p.m.</p> <p>10 CONTINUED DIRECT EXAMINATION</p> <p>11 BY MS. DAWSON:</p> <p>12 Q Mr. Whitman, going back to Exhibit</p> <p>13 Number 11, I want you to flip, if you will -- and it</p> <p>14 should be pretty easy because it's a long exhibit.</p> <p>15 You'll see there's a blue sheet kind of in the</p> <p>16 middle of it, like a baby blue sheet.</p> <p>17 <b>A Yes.</b></p> <p>18 Q Do you see that?</p> <p>19 <b>A I see it.</b></p> <p>20 Q Find the baby blue sheet, and then</p> <p>21 turn it to your left, and you should see a document</p> <p>22 that says "Annual Notice" up at the top with your</p> <p>23 name; and the date of it is January 15, 2019.</p> <p>24 <b>A Yes.</b></p> <p>25 Q And the bottom of it has a Bates that</p>
<p style="text-align: right;">Page 183</p> <p>1 William Whitman - Confidential</p> <p>2 <b>A These amounts were charged to me,</b></p> <p>3 <b>apparently, according to this report, yes.</b></p> <p>4 Q And those amounts were disclosed to</p> <p>5 you in Defendant's Exhibit 11 at Bates 169, correct?</p> <p>6 <b>A I don't know that I saw this before</b></p> <p>7 <b>this. But, yes, it appears that this statement was</b></p> <p>8 <b>mailed to me and had this data in here on the second</b></p> <p>9 <b>page.</b></p> <p>10 Q So you were disclosed the dollar</p> <p>11 amounts charged for deductions from your account</p> <p>12 consistent with your contract of insurance with</p> <p>13 State Farm, correct?</p> <p>14 <b>A It appears so, yes.</b></p> <p>15 MR. LYTLE: Counsel, would it be a</p> <p>16 good time to take another quick break?</p> <p>17 MS. DAWSON: Yes, that's fine.</p> <p>18 MR. LYTLE: We don't -- we don't</p> <p>19 need -- I mean, we don't need more than five,</p> <p>20 ten minutes. I just need to run down the</p> <p>21 hall.</p> <p>22 MS. DAWSON: Yeah. Why don't -- why</p> <p>23 don't we take ten minutes, because that will</p> <p>24 give me time to run to the -- to the restroom.</p> <p>25 So we'll come back on at 4:13.</p>	<p style="text-align: right;">Page 185</p> <p>1 William Whitman - Confidential</p> <p>2 begins PLTF, so that's Plaintiff -- Whitman, and</p> <p>3 it's got the number 37 at the bottom.</p> <p>4 Does that all match up to what you've</p> <p>5 got in front of you?</p> <p>6 <b>A Yes.</b></p> <p>7 Q So my question is:</p> <p>8 Have you seen this particular document</p> <p>9 as it appears to have been produced by -- by you?</p> <p>10 <b>A I'm not certain, but it looks</b></p> <p>11 <b>familiar.</b></p> <p>12 Q Okay. Looking up at the top, it has</p> <p>13 William T. Whitman, 3 White Drive, Kingston,</p> <p>14 New Hampshire. Is that an address where you lived</p> <p>15 in January of 2019?</p> <p>16 <b>A Yes, I believe so.</b></p> <p>17 Q And if you could just kind of thumb</p> <p>18 through this document, does it look familiar to you?</p> <p>19 <b>A No, not -- not particularly familiar.</b></p> <p>20 Q Okay. Do you recall receiving this</p> <p>21 document in the mail?</p> <p>22 <b>A No. I don't -- I don't think so. But</b></p> <p>23 <b>it's certainly possible.</b></p> <p>24 Q Now, when you receive notices in the</p> <p>25 mail from your insurance company, is it your custom</p>

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<p style="text-align: right;">Page 186</p> <p>1 William Whitman - Confidential</p> <p>2 and practice to -- to review those?</p> <p>3 <b>A Not thoroughly.</b></p> <p>4 Q Why is it your practice to not</p> <p>5 thoroughly review information from your insurer that</p> <p>6 you receive information from?</p> <p>7 MR. LYTLE: Object to the form of the</p> <p>8 question.</p> <p>9 <b>A I don't know.</b></p> <p>10 Q Well, do you think it would be</p> <p>11 important for you to review the information from</p> <p>12 your insurer to make certain that you are getting</p> <p>13 what it is that you are paying for?</p> <p>14 MR. LYTLE: Object to the form.</p> <p>15 <b>A Can you restate the question, please?</b></p> <p>16 MS. DAWSON: Can the court reporter</p> <p>17 please read it back?</p> <p>18 (Reporter read back pending question.)</p> <p>19 MR. LYTLE: Same objection.</p> <p>20 <b>A No. No. I don't think I'm qualified</b></p> <p>21 <b>to make that determination.</b></p> <p>22 Q Well, let me ask you this.</p> <p>23 If you're paying for something like</p> <p>24 insurance, don't you think it's prudent to review</p> <p>25 the materials provided so that you are at least</p>	<p style="text-align: right;">Page 188</p> <p>1 William Whitman - Confidential</p> <p>2 notebook?</p> <p>3 (Exhibit No. Defendant's 12, 9/23/03</p> <p>4 Check to William Whitman from State Farm,</p> <p>5 Bates Nos. SFLIC-W 207288 to 289, Document is</p> <p>6 marked by the reporter for identification.)</p> <p>7 Q You see this is a check to you in the</p> <p>8 amount of \$3,000 dated September 23, 2003. Do you</p> <p>9 see that?</p> <p>10 <b>A Yes.</b></p> <p>11 Q Do you recall making a withdrawal from</p> <p>12 your State Farm universal life policy in 2003 in the</p> <p>13 amount of \$3,000?</p> <p>14 <b>A It sounds familiar.</b></p> <p>15 Q Why did you need to withdrawal \$3,000</p> <p>16 from your universal life policy in 2003?</p> <p>17 <b>A I don't recall.</b></p> <p>18 Q Was the ability to take withdrawals</p> <p>19 from your universal life policy one of the reasons</p> <p>20 you purchased the policy?</p> <p>21 <b>A I don't remember.</b></p> <p>22 Q Do you think it's a benefit to be able</p> <p>23 to withdraw money from your universal life policy as</p> <p>24 you did in 2003?</p> <p>25 <b>A I don't know.</b></p>
<p style="text-align: right;">Page 187</p> <p>1 William Whitman - Confidential</p> <p>2 knowledgeable about your insurance?</p> <p>3 MR. LYTLE: Object to the form.</p> <p>4 <b>A It would be if I thought I could</b></p> <p>5 <b>understand it, if I really thought I could</b></p> <p>6 <b>understand the content.</b></p> <p>7 Q Well, how do you know whether or not</p> <p>8 you can understand the content if you don't bother</p> <p>9 to read it in the first place?</p> <p>10 MR. LYTLE: Object to the form.</p> <p>11 <b>A I believe I've tried to read documents</b></p> <p>12 <b>like this.</b></p> <p>13 Q Well, I mean, looking at this</p> <p>14 document, I mean, it's got graphs, correct, if you</p> <p>15 look at Bates 39?</p> <p>16 <b>A Yes. I see -- I see page 39, yes. It</b></p> <p>17 <b>has a graph.</b></p> <p>18 Q Right. I mean, are there certain</p> <p>19 words on -- in this document that you feel you can't</p> <p>20 understand?</p> <p>21 MR. LYTLE: Object to the form of the</p> <p>22 question.</p> <p>23 <b>A I'm not sure if there are words in</b></p> <p>24 <b>here I don't understand.</b></p> <p>25 Q Okay. Let's go to Tab 12 of your</p>	<p style="text-align: right;">Page 189</p> <p>1 William Whitman - Confidential</p> <p>2 Q You don't know if that was beneficial</p> <p>3 to you or not?</p> <p>4 <b>A No, I don't. I think it may have cost</b></p> <p>5 <b>me.</b></p> <p>6 Q Okay. How would it have cost you?</p> <p>7 <b>A I think I recall something about the</b></p> <p>8 <b>value of the policy went down because of this. I</b></p> <p>9 <b>potentially thought it was a loan against the</b></p> <p>10 <b>policy, but it turned out to be a withdrawal. But I</b></p> <p>11 <b>don't recall exactly.</b></p> <p>12 Q Well, you have the option to take a</p> <p>13 withdrawal or to take a loan from your UL policy,</p> <p>14 correct?</p> <p>15 MR. LYTLE: Object to the form.</p> <p>16 <b>A Apparently, I do. It looks like I</b></p> <p>17 <b>took a withdrawal in this case.</b></p> <p>18 Q So that was your decision to take the</p> <p>19 withdrawal, correct?</p> <p>20 MR. LYTLE: Object to the form.</p> <p>21 <b>A I don't remember. I worked with a</b></p> <p>22 <b>life insurance agent on it.</b></p> <p>23 Q Do you recall specifically talking to</p> <p>24 a life insurance agent about the withdrawal in 2003</p> <p>25 of \$3,000?</p>

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<p style="text-align: right;">Page 190</p> <p>1 William Whitman - Confidential</p> <p>2 A No.</p> <p>3 Q Then why did you say that?</p> <p>4 A Because that's the only --</p> <p>5 MR. LYTTLE: Object to the form.</p> <p>6 A That's the only way I would have taken</p> <p>7 a withdrawal, is through an agent.</p> <p>8 Q Do you recall speaking to an agent</p> <p>9 about this withdrawal in 2003 of \$3,000?</p> <p>10 MR. LYTTLE: Object to the form. It's</p> <p>11 asked and answered.</p> <p>12 You can answer again.</p> <p>13 A No, not specifically.</p> <p>14 Q If you had not been able to withdraw</p> <p>15 the \$3,000 from your universal life policy in 2003,</p> <p>16 what source of money would you have had for the</p> <p>17 \$3,000 you apparently needed at the time?</p> <p>18 MR. LYTTLE: Object to the form.</p> <p>19 A I -- I don't remember.</p> <p>20 Q Would it have upset you if you had not</p> <p>21 been able to take a withdrawal of \$3,000 from your</p> <p>22 universal life policy?</p> <p>23 MR. LYTTLE: Object to the form.</p> <p>24 A I don't remember.</p> <p>25 Q No. I'm asking you:</p>	<p style="text-align: right;">Page 192</p> <p>1 William Whitman - Confidential</p> <p>2 A I don't remember.</p> <p>3 Q What did you do with the \$2,000 loan?</p> <p>4 A I don't remember.</p> <p>5 Q Do you recall the terms of the loan?</p> <p>6 A No.</p> <p>7 Q Okay. Let's look at Exhibit</p> <p>8 Number 14.</p> <p>9 (Exhibit No. Defendant's 14, 1/27/06</p> <p>10 Check to William Whitman from State Farm,</p> <p>11 Bates No. SFLIC-W 207165, Document is marked</p> <p>12 by the reporter for identification.)</p> <p>13 Q Do you recognize this document?</p> <p>14 A It looks like a check.</p> <p>15 Q Do you recall taking a second loan</p> <p>16 against your State Farm UL policy in 2006?</p> <p>17 A No.</p> <p>18 Q Do you recall why you took this loan?</p> <p>19 MR. LYTTLE: Object to the form.</p> <p>20 A No, I don't.</p> <p>21 Q Do you recall the terms of the loan?</p> <p>22 MR. LYTTLE: Object to the form.</p> <p>23 A No.</p> <p>24 Q Look at Exhibit Number 15 for me.</p> <p>25 (Exhibit No. Defendant's 15, email</p>
<p style="text-align: right;">Page 191</p> <p>1 William Whitman - Confidential</p> <p>2 Would it have upset you? If you</p> <p>3 needed the \$3,000 and you were unable to do so,</p> <p>4 would that have upset you?</p> <p>5 MR. LYTTLE: Same objection.</p> <p>6 A I'm not sure.</p> <p>7 Q Why don't you look at Exhibit</p> <p>8 Number 13.</p> <p>9 (Exhibit No. Defendant's 13, 10/27/04</p> <p>10 Check to William Whitman from State Farm,</p> <p>11 Bates No. SFLIC-W 207166, Document is marked</p> <p>12 by the reporter for identification.)</p> <p>13 THE WITNESS: Okay.</p> <p>14 Q It's another check payable to you from</p> <p>15 State Farm in the amount of \$2,000. So you took a</p> <p>16 loan of \$2,000 on October 27, 2004. Do you recall</p> <p>17 taking a loan against your State Farm UL policy in</p> <p>18 2004?</p> <p>19 MR. LYTTLE: Object to the form.</p> <p>20 A Not specifically.</p> <p>21 Q What about generally?</p> <p>22 A I remember discussing loans from time</p> <p>23 to time with State Farm agents.</p> <p>24 Q And was the ability to take loans one</p> <p>25 of the reasons why you purchased a UL policy?</p>	<p style="text-align: right;">Page 193</p> <p>1 William Whitman - Confidential</p> <p>2 chain, top email dated 1/26/2010 from Monica</p> <p>3 Flory to Bill W.; Subject: Bill Whitman</p> <p>4 email, Bates Nos. Bates Nos. PLTF-WHITMAN 329</p> <p>5 to 330, Document is marked by the reporter for</p> <p>6 identification.)</p> <p>7 A Okay. I see Exhibit 15.</p> <p>8 Q All right. Why don't you take a</p> <p>9 minute to review Exhibit 15 starting on Bates 330.</p> <p>10 It is an email you need to read backwards to</p> <p>11 forward.</p> <p>12 A Okay.</p> <p>13 Okay. I've reviewed the document.</p> <p>14 Q Then if you could look at Defendant's</p> <p>15 Exhibit 16 as well.</p> <p>16 (Exhibit No. Defendant's 16, 1/25/10</p> <p>17 Check to William Whitman from State Farm,</p> <p>18 Bates No. SFLIC-W 207164, Document is marked</p> <p>19 by the reporter for identification.)</p> <p>20 Q Do you recognize that document?</p> <p>21 A It looks like a check payable to me.</p> <p>22 Q In what amount?</p> <p>23 A 5,500.</p> <p>24 Q So going back to Defendant's Exhibit</p> <p>25 Number 15, who is Monica Flory?</p>

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<p style="text-align: right;">Page 194</p> <p>1 William Whitman - Confidential</p> <p>2 A She's a person who worked in</p> <p>3 Tim Crabtree's office, I think.</p> <p>4 Q Why did you contact Monica Flory in</p> <p>5 January of 2010?</p> <p>6 A It looks like to request a loan from</p> <p>7 the life insurance policy.</p> <p>8 Q And in what amount?</p> <p>9 A It looks like for 5,500.</p> <p>10 Q And it appears that the loan check</p> <p>11 that you reached out to Monica Flory to request is</p> <p>12 reflected in Defendant's Exhibit Number 16; is that</p> <p>13 correct?</p> <p>14 MR. LYTLE: Object to the form.</p> <p>15 A It looks to be the amount of the loan,</p> <p>16 yes.</p> <p>17 Q And the dates align, correct,</p> <p>18 January 26, 2010?</p> <p>19 A Yes, the dates appear to align.</p> <p>20 Q What, if anything, do you recall of</p> <p>21 your discussion with Monica Flory where you</p> <p>22 requested a loan in the amount of \$5,500 from your</p> <p>23 State Farm UL policy?</p> <p>24 A I don't remember specifically.</p> <p>25 [REDACTED]</p>	<p style="text-align: right;">Page 196</p> <p>1 William Whitman - Confidential</p> <p>2 A I see that.</p> <p>3 Q Does that reflect that you were</p> <p>4 pleased with the services provided to you by</p> <p>5 Monica Flory and Tim Crabtree's agency?</p> <p>6 A Not necessarily, no.</p> <p>7 Q No? You asked for a check for \$5,500,</p> <p>8 and it was provided it shortly thereafter. That was</p> <p>9 not satisfactory to you?</p> <p>10 MR. LYTLE: Object to the form.</p> <p>11 A I believe it was my money, and I</p> <p>12 probably would have said something nice to them just</p> <p>13 to be polite.</p> <p>14 Q Well, tell me what, if anything, you</p> <p>15 had an issue with Tim Crabtree's agency or</p> <p>16 Monica Flory.</p> <p>17 MR. LYTLE: Object to the form.</p> <p>18 A I don't have a specific issue I can</p> <p>19 recall. But in this email, it looks to me like</p> <p>20 she's trying to sell me additional life insurance.</p> <p>21 Q Well, let's see. Up at the top on</p> <p>22 Bates 329, she points out to you that the</p> <p>23 beneficiary on your policy is your parents and not</p> <p>24 your wife or your kids.</p> <p>25 And so would you say Monica pointing</p>
<p style="text-align: right;">Page 195</p> <p>1 William Whitman - Confidential</p> <p>2 [REDACTED]</p> <p>3 [REDACTED]</p> <p>4 [REDACTED]</p> <p>5 [REDACTED]</p> <p>6 [REDACTED]</p> <p>7 [REDACTED]</p> <p>8 [REDACTED]</p> <p>9 Q Does that refresh your recollection</p> <p>10 why you needed a loan for \$5,500?</p> <p>11 A Not -- not specifically. But I think</p> <p>12 it's -- yeah, it must have been related to some kind</p> <p>13 of expenses around the time.</p> <p>14 Q Do you recall the terms of the loan?</p> <p>15 A No.</p> <p>16 Q Did you understand that the loan could</p> <p>17 affect how long your coverage would stay in effect?</p> <p>18 MR. LYTLE: Object to the form.</p> <p>19 A I don't recall if I understood that at</p> <p>20 the time or not.</p> <p>21 Q You state in this email, quote:</p> <p>22 "You guys are amazing. I'll head over</p> <p>23 in about an hour. You guys will be there until</p> <p>24 5:00 p.m."</p> <p>25 Do you see that?</p>	<p style="text-align: right;">Page 197</p> <p>1 William Whitman - Confidential</p> <p>2 that out was something that would be helpful to you,</p> <p>3 to have the beneficiary be your wife and not your</p> <p>4 parents?</p> <p>5 MR. LYTLE: Object to the form.</p> <p>6 A Not necessarily.</p> <p>7 Q So you don't think that Monica Flory</p> <p>8 was being helpful to you in pointing out that, even</p> <p>9 though you're married with kids, the beneficiary on</p> <p>10 your life insurance policy was not your wife and</p> <p>11 children, but your parents?</p> <p>12 MR. LYTLE: Same objection.</p> <p>13 Q Correct?</p> <p>14 MR. LYTLE: Same objection.</p> <p>15 A Can you repeat the question, please?</p> <p>16 MS. DAWSON: Can the court reporter</p> <p>17 read it back, please?</p> <p>18 (Reporter read back pending question.)</p> <p>19 A Not necessarily.</p> <p>20 Q Okay. Turn to Defendant's Exhibit 17,</p> <p>21 please.</p> <p>22 (Exhibit No. Defendant's 17, 2/21/05</p> <p>23 State Farm Statement to William Whitman, Bates</p> <p>24 Nos. Bates Nos. SFLIC-W 207250 to 260 and 290</p> <p>25 to 291, Document, is marked by the reporter</p>

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198 to 201

<p style="text-align: right;">Page 198</p> <p>1 William Whitman - Confidential</p> <p>2 for identification.)</p> <p>3 A Okay.</p> <p>4 Q Do you recognize this document?</p> <p>5 A Not specifically.</p> <p>6 Q Do you recall anything generally?</p> <p>7 A From time to time, I would get mail</p> <p>8 from State Farm referencing the different policy</p> <p>9 loans. This looks like something to that effect.</p> <p>10 Q Did you review the materials</p> <p>11 State Farm sent to you called "Loan Interest</p> <p>12 Capitalization Notices"?</p> <p>13 A Not that I recall.</p> <p>14 Q Why not?</p> <p>15 A I don't remember a specific reason.</p> <p>16 I think that's my complete answer.</p> <p>17 Q So you didn't read your State Farm</p> <p>18 insurance policy; you didn't read the annual notices</p> <p>19 State Farm sent you; and you didn't read the loan</p> <p>20 capitalization notices that State Farm sent you.</p> <p>21 Is that correct?</p> <p>22 MR. LYTLE: Object to the form.</p> <p>23 A No, not necessarily.</p> <p>24 Q Okay. What did I get wrong in that</p> <p>25 summary of what you did not read?</p>	<p style="text-align: right;">Page 200</p> <p>1 William Whitman - Confidential</p> <p>2 know that.</p> <p>3 Q Was the flexibility of being able to</p> <p>4 withdraw funds and obtain loans against your policy</p> <p>5 when you needed to a reason why you chose a</p> <p>6 State Farm universal life policy?</p> <p>7 MR. LYTLE: Object to the form.</p> <p>8 A I don't recall.</p> <p>9 Q Well, do you think that the ability to</p> <p>10 withdraw funds and obtain loans against your policy</p> <p>11 when you need it is a good thing?</p> <p>12 MR. LYTLE: Object to the form.</p> <p>13 A No, not necessarily.</p> <p>14 Q Why isn't it beneficial to you to be</p> <p>15 able to withdraw funds and obtain loans against your</p> <p>16 policy when you need to?</p> <p>17 MR. LYTLE: Same objection.</p> <p>18 A I didn't say it wasn't beneficial.</p> <p>19 Q So you agree that it is beneficial to</p> <p>20 be able to withdraw funds and obtain loans against</p> <p>21 your policy when you need it?</p> <p>22 MR. LYTLE: Object to the form.</p> <p>23 Q Is that correct?</p> <p>24 MR. LYTLE: Same objection.</p> <p>25 A It appears that it was beneficial from</p>
<p style="text-align: right;">Page 199</p> <p>1 William Whitman - Confidential</p> <p>2 MR. LYTLE: Object to the form.</p> <p>3 A I don't -- I don't recall specifically</p> <p>4 what I did not read. It is certainly possible that</p> <p>5 I did not read some of these notices.</p> <p>6 Q Well, which ones do you recall</p> <p>7 reading?</p> <p>8 A From time to time, I received these</p> <p>9 notices regarding loans. I probably skimmed them to</p> <p>10 make sure there wasn't anything urgent that was</p> <p>11 going to cause some major harm. But -- but other</p> <p>12 than that, I continued to make the payments, I</p> <p>13 think.</p> <p>14 Q Well, you took a loan against the</p> <p>15 policy's account value. Did you understand that</p> <p>16 State Farm would charge interest?</p> <p>17 A I think so. But I also understood</p> <p>18 that I had some offsetting interest benefit on my</p> <p>19 account.</p> <p>20 Q Did you understand that you have the</p> <p>21 option of when to repay the loan?</p> <p>22 A I think I understood that, yes.</p> <p>23 Q Did you understand the unpaid interest</p> <p>24 would be added to the loan balance?</p> <p>25 A I think I did that -- I think I did</p>	<p style="text-align: right;">Page 201</p> <p>1 William Whitman - Confidential</p> <p>2 time to time to withdraw my money to be able to pay</p> <p>3 for various financial needs from time to time.</p> <p>4 Q If you could look at Defendant's</p> <p>5 Exhibit Number 18 for me, please.</p> <p>6 A Okay.</p> <p>7 (Exhibit No. Defendant's 18, email</p> <p>8 chain, top email dated 6/20/2013 from Monica</p> <p>9 Flory to Bill W.; Subject: Life Insurance,</p> <p>10 Bates Nos. PLTF-WHITMAN 487 to 488, Document</p> <p>11 is marked by the reporter for identification.)</p> <p>12 Q Do you see that document?</p> <p>13 A Yes. It appears to be an email.</p> <p>14 Q Right. And that's an email between</p> <p>15 you and Monica Flory again. And what's the date of</p> <p>16 this email?</p> <p>17 A The latest email in the chain appears</p> <p>18 to be June 20, 2013.</p> <p>19 Q And can you read into the record the</p> <p>20 email from you to Monica Flory sent Thursday,</p> <p>21 June 20th, 2013, at 1:29 p.m., subject line RE:</p> <p>22 "Life insurance"?</p> <p>23 A "Is there any way to identify the</p> <p>24 actual cost for insurance? Maybe it's too</p> <p>25 complicated to do that since universal life is so</p>

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<p style="text-align: right;">Page 202</p> <p>1 William Whitman - Confidential</p> <p>2 complex."</p> <p>3 Q Mr. Whitman, in 2013, you asked</p> <p>4 State Farm Agent Monica Flory if there was any way</p> <p>5 to identify the actual cost for insurance. Is that</p> <p>6 what that email is asking?</p> <p>7 MR. LYTLE: Objection to form. The</p> <p>8 document speaks for itself.</p> <p>9 A "... way to identify the actual cost</p> <p>10 for insurance."</p> <p>11 Q Well, it's not the document asking.</p> <p>12 It's you asking, right, because you wrote this email</p> <p>13 to Monica Flory, correct?</p> <p>14 A It -- it appears that I wrote an email</p> <p>15 asking if there's any way to identify the actual</p> <p>16 cost for insurance.</p> <p>17 Q Why were you asking Monica Flory if</p> <p>18 there was any way to identify the actual cost for</p> <p>19 insurance in 2013?</p> <p>20 A I think I was looking for an</p> <p>21 apples-to-apples comparison with term life</p> <p>22 insurance.</p> <p>23 Q What did you mean by the "actual cost</p> <p>24 for insurance"?</p> <p>25 A I'm a layperson. So I -- I meant the</p>	<p style="text-align: right;">Page 204</p> <p>1 William Whitman - Confidential</p> <p>2 was using the "cost of insurance" in the way that</p> <p>3 you're using it.</p> <p>4 Q Well, you said that the amounts that</p> <p>5 you were being charged separate and apart from what</p> <p>6 you were putting into your account.</p> <p>7 MR. LYTLE: Object to the form.</p> <p>8 That's not what he said. But --</p> <p>9 Q Well, why don't you tell me again.</p> <p>10 What do you mean by "actual cost for insurance" in</p> <p>11 this email that you sent on June 20, 2013?</p> <p>12 MR. LYTLE: And if you need to take a</p> <p>13 minute to read the entire document, it's a</p> <p>14 two-page document.</p> <p>15 A Yes. Yeah. This was related to me</p> <p>16 considering purchasing term insurance. And it looks</p> <p>17 to me like I -- I did not have clarity on what "cost</p> <p>18 of insurance" was. In fact, I used a question mark</p> <p>19 to describe it.</p> <p>20 So it does appear that I was looking</p> <p>21 to find some way to compare it apples-to-apples with</p> <p>22 term insurance.</p> <p>23 Q But it reflects then in 2013, at</p> <p>24 least, you were examining how much it was costing</p> <p>25 you total to keep your insurance in force, correct?</p>
<p style="text-align: right;">Page 203</p> <p>1 William Whitman - Confidential</p> <p>2 cost that I'm paying that's outside of the savings</p> <p>3 portion of the universal life. I don't -- I don't</p> <p>4 know the specifics of that, but -- but I believe</p> <p>5 that's -- that's what I meant. I wanted to be able</p> <p>6 to compare it to term life insurance.</p> <p>7 Q Why were you wanting to compare it to</p> <p>8 term life insurance?</p> <p>9 A Because term life insurance -- no. I</p> <p>10 don't remember exactly why I wanted to at the time.</p> <p>11 I can tell you why I might want to now.</p> <p>12 Q Well, it's fair to say then in 2013</p> <p>13 you were doing some comparison of universal life to</p> <p>14 term life insurance, correct?</p> <p>15 A Yeah. I believe -- I believe I -- I</p> <p>16 was considering purchasing term life insurance at</p> <p>17 the time.</p> <p>18 Q Well, it's fair to say then in 2013</p> <p>19 you were aware that there was a cost associated with</p> <p>20 insurance separate and apart from, as you say, the</p> <p>21 amounts you were paying into your account, correct?</p> <p>22 MR. LYTLE: Object to the form of the</p> <p>23 question. Misstates prior testimony.</p> <p>24 You can answer.</p> <p>25 A No. I don't -- I don't know that I</p>	<p style="text-align: right;">Page 205</p> <p>1 William Whitman - Confidential</p> <p>2 A No.</p> <p>3 MR. LYTLE: Object to the form.</p> <p>4 A No. I don't think I was examining how</p> <p>5 much. It was cost related to keep my insurance in</p> <p>6 force.</p> <p>7 Q Okay. Then what do you -- what do you</p> <p>8 say this email means?</p> <p>9 A That I was considering purchasing term</p> <p>10 insurance.</p> <p>11 Q Well, you say on page 488:</p> <p>12 "I was asking Pam if I can review the</p> <p>13 big ol' packet of documentation that goes over my</p> <p>14 life insurance policy. I'm interested in the</p> <p>15 premium cost of insurance portion and how it's</p> <p>16 scheduled to go up over time, et cetera, so anything</p> <p>17 you've got."</p> <p>18 A It looks like I was just trying to</p> <p>19 compare or consider term insurance to see if there's</p> <p>20 some kind of -- I think that -- I think you would</p> <p>21 call it an illustration that would let me compare it</p> <p>22 over time to the cost of term insurance. That's how</p> <p>23 I would interpret this email.</p> <p>24 Q So are you trying to compare the term</p> <p>25 insurance versus the cost of universal life</p>



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<p style="text-align: right;">Page 206</p> <p>1 William Whitman - Confidential</p> <p>2 insurance? Is that a fair statement?</p> <p>3 <b>A I would say that's a part of it,</b></p> <p>4 <b>trying to compare the cost of the two.</b></p> <p>5 Q Why does the cost of the insurance</p> <p>6 matter to you? In other words, the cost of the</p> <p>7 insurance is what it costs to keep the insurance in</p> <p>8 force, correct?</p> <p>9 MR. LYTLE: Object to the form of the</p> <p>10 question.</p> <p>11 <b>A No. I don't know that I agree with</b></p> <p>12 <b>that definition of the "cost of insurance."</b></p> <p>13 Q What's your definition of it? How are</p> <p>14 you using that term in this email?</p> <p>15 MR. LYTLE: Object to the form. It</p> <p>16 has been asked and answered.</p> <p>17 You can answer again.</p> <p>18 <b>A It appears that I was using the term</b></p> <p>19 <b>to try to get an apples-to-apples comparison with</b></p> <p>20 <b>term life insurance.</b></p> <p>21 Q But what did you mean?</p> <p>22 Saying that you're using the term to</p> <p>23 try to get a comparison doesn't tell me what you</p> <p>24 mean when you use the term "cost of insurance" in</p> <p>25 this email.</p>	<p style="text-align: right;">Page 208</p> <p>1 William Whitman - Confidential</p> <p>2 Q In fact, did it occur to you to -- to</p> <p>3 evaluate the policy, like, back in 2011, I think?</p> <p>4 <b>A I don't remember.</b></p> <p>5 MR. LYTLE: Object.</p> <p>6 Q Yeah. Why don't we show you the</p> <p>7 Exhibit Number 28.</p> <p>8 (Exhibit No. Defendant's 28, January</p> <p>9 2011 Email from Bill Whitman to Bill Whitman;</p> <p>10 Subject: Life Insurance, With a Link to</p> <p>11 Evaluatelifeinsurance.Org, Bates Nos.</p> <p>12 PLTF-WHITMAN 310, Document is marked by the</p> <p>13 reporter for identification.)</p> <p>14 <b>A Okay. I see it.</b></p> <p>15 Q So on January 17th, 2011 -- so that's</p> <p>16 two years prior to the email with Monica Flory --</p> <p>17 you sent an email, or you emailed yourself,</p> <p>18 evaluatelifeinsurance.org.</p> <p>19 Do you see that?</p> <p>20 <b>A I see that, yes.</b></p> <p>21 Q So it's fair to say that in 2011 you</p> <p>22 sought to evaluate the life insurance you had in</p> <p>23 place, correct?</p> <p>24 MR. LYTLE: Object to the form of the</p> <p>25 question.</p>
<p style="text-align: right;">Page 207</p> <p>1 William Whitman - Confidential</p> <p>2 What did you mean by that?</p> <p>3 MR. LYTLE: Same objection. It's been</p> <p>4 asked and answered.</p> <p>5 You can answer again.</p> <p>6 <b>A I -- I don't know what I meant by that</b></p> <p>7 <b>here in this email. It's a complicated thing, life</b></p> <p>8 <b>insurance; and it appears that this particular</b></p> <p>9 <b>policy is too complicated for me to understand. I</b></p> <p>10 <b>probably felt similarly in 2013.</b></p> <p>11 Q So you had this policy in place for</p> <p>12 20 years and you've said innumerable times today how</p> <p>13 complicated it is.</p> <p>14 Did you ever -- you're a smart guy,</p> <p>15 started lots of businesses -- say to yourself:</p> <p>16 "Hmm, maybe I should talk to somebody</p> <p>17 about this insurance I've had in place for 20 years</p> <p>18 if I don't understand it?"</p> <p>19 Wouldn't you want to understand the</p> <p>20 insurance you had in place for 20 years?</p> <p>21 MR. LYTLE: Object to the form of the</p> <p>22 question.</p> <p>23 <b>A Yeah. I -- I did ask someone to</b></p> <p>24 <b>evaluate the policy. So, yes, it -- it did occur to</b></p> <p>25 <b>me to do that.</b></p>	<p style="text-align: right;">Page 209</p> <p>1 William Whitman - Confidential</p> <p>2 <b>A It appears I emailed myself a link to</b></p> <p>3 <b>evaluatelifeinsurance.org in January of 2011.</b></p> <p>4 Q Yes. And you -- and you did that, for</p> <p>5 our discussion, so you could get a better</p> <p>6 understanding of the life insurance you had with</p> <p>7 State Farm, correct?</p> <p>8 MR. LYTLE: Object to the form of the</p> <p>9 question.</p> <p>10 <b>A I don't know specifically or remember</b></p> <p>11 <b>specifically emailing myself this, this link.</b></p> <p>12 Q Well, in 2011, the only life insurance</p> <p>13 you had was with State Farm, correct?</p> <p>14 <b>A I believe so.</b></p> <p>15 Q So the only life insurance policy that</p> <p>16 you would have to be evaluated is the State Farm</p> <p>17 policy, correct?</p> <p>18 MR. LYTLE: Object to the form of the</p> <p>19 question. It assumes that the witness was</p> <p>20 having his State Farm life insurance policy</p> <p>21 evaluated. It misstates his prior testimony</p> <p>22 about consideration of term life insurance.</p> <p>23 And it's argumentative.</p> <p>24 You can go ahead and answer.</p> <p>25 MS. DAWSON: And I'm going to object</p>



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<p>1 William Whitman - Confidential</p> <p>2 to your speaking objection, Matt --</p> <p>3 MR. LYTLE: Okay.</p> <p>4 MS. DAWSON: -- as improper and</p> <p>5 coaching the witness.</p> <p>6 MR. LYTLE: Okay.</p> <p>7 Q Mr Whitman, in 2011, the only life</p> <p>8 insurance policy you had was State Farm -- was with</p> <p>9 State Farm, correct?</p> <p>10 <b>A Yes, I believe that's correct.</b></p> <p>11 Q Okay. And you emailed yourself the</p> <p>12 link evaluatelifelifeinsurance.org on January 17, 2011,</p> <p>13 correct?</p> <p>14 <b>A Yes. Correct.</b></p> <p>15 Q And you and I discussed that -- how</p> <p>16 you didn't read your policy; you talked about how</p> <p>17 life insurance was complex -- and that you did, in</p> <p>18 fact, as you testified previously, try to get</p> <p>19 information to help you better understand the</p> <p>20 policy, correct?</p> <p>21 MR. LYTLE: Object to the form of the</p> <p>22 question.</p> <p>23 <b>A I don't know that everything you put</b></p> <p>24 <b>in that question was true.</b></p> <p>25 Q You wanted to understand your policy;</p>	<p>1 William Whitman - Confidential</p> <p>2 you email yourself evaluatelifelifeinsurance.org if you</p> <p>3 had no intent to use it?</p> <p>4 <b>A I think I heard it on the radio.</b></p> <p>5 Q But -- but why -- you hear a lot of</p> <p>6 things on the radio. Why would you email</p> <p>7 evaluatelifelifeinsurance.org to yourself in January</p> <p>8 2011 if you did not intend to utilize it?</p> <p>9 MR. LYTLE: Object to the form.</p> <p>10 <b>A I don't remember specifically.</b></p> <p>11 Q Did you understand in 2011 that the</p> <p>12 purpose of that service is to help consumers decide</p> <p>13 if a policy is worth keeping?</p> <p>14 MR. LYTLE: Object to the form.</p> <p>15 <b>A I don't -- I don't recall.</b></p> <p>16 Q What is your understanding of what</p> <p>17 evaluatelifelifeinsurance.org does?</p> <p>18 <b>A My understanding today is that you can</b></p> <p>19 <b>send them a copy of a policy, and they'll -- they'll</b></p> <p>20 <b>determine if it's worth keeping. That's my</b></p> <p>21 <b>understanding today.</b></p> <p>22 Q If you look at Tab 20, please.</p> <p>23 (Exhibit No. Defendant's 20, State</p> <p>24 Farm Withdrawal Form from Life Insurance</p> <p>25 Policy of William Whitman, dated 4/9/19, Bates</p>
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<p>1 William Whitman - Confidential</p> <p>2 did you not?</p> <p>3 <b>A Yes.</b></p> <p>4 Q And one of the ways for you to better</p> <p>5 understand your policy would be to have it evaluated</p> <p>6 through evaluatelifelifeinsurance.org, correct?</p> <p>7 MR. LYTLE: Object to the form of the</p> <p>8 question.</p> <p>9 <b>A I believe that having my policy</b></p> <p>10 <b>evaluated by evaluatelifelifeinsurance.org would be one</b></p> <p>11 <b>way to understand it better, yes.</b></p> <p>12 Q And you availed yourself of</p> <p>13 evaluatelifelifeinsurance.org in January of 2011,</p> <p>14 correct?</p> <p>15 MR. LYTLE: Object to the form --</p> <p>16 <b>A No.</b></p> <p>17 MR. LYTLE: -- of the question.</p> <p>18 <b>A No. I emailed myself a link as a</b></p> <p>19 <b>reminder. I don't -- I don't think I used the</b></p> <p>20 <b>service.</b></p> <p>21 Q Well, you were wanting to use the</p> <p>22 service in January of 2011, correct?</p> <p>23 MR. LYTLE: Object to the form of the</p> <p>24 question.</p> <p>25 Q Why would you evaluate -- why would</p>	<p>1 William Whitman - Confidential</p> <p>2 No. SFLIC-W 207167, Document is marked by the</p> <p>3 reporter for identification.)</p> <p>4 <b>A Okay.</b></p> <p>5 Q Do you recognize this document,</p> <p>6 Defendant's Exhibit Number 20?</p> <p>7 <b>A I think so. Yes.</b></p> <p>8 Q What is it?</p> <p>9 <b>A It looks like it's a document to apply</b></p> <p>10 <b>some policy balance to make a payment against a loan</b></p> <p>11 <b>for -- probably for my State Farm life insurance</b></p> <p>12 <b>policy.</b></p> <p>13 Q Does this document reflect that on</p> <p>14 April 29, 2019, using \$22,846 of the account value,</p> <p>15 you directed that that money be applied against the</p> <p>16 loan?</p> <p>17 MR. LYTLE: Object to the form.</p> <p>18 <b>A No.</b></p> <p>19 Q Okay. What is it then?</p> <p>20 <b>A It's -- it looks like it's a universal</b></p> <p>21 <b>life partial withdrawal to -- I think it was to make</b></p> <p>22 <b>a payment against the -- the loan balance.</b></p> <p>23 Q Okay.</p> <p>24 <b>A But it's April 9th. I think you said</b></p> <p>25 <b>April 29th.</b></p>

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<p>1 William Whitman - Confidential</p> <p>2 Q Okay. Other than the date, was I</p> <p>3 correct in saying that you used the \$22,846.91</p> <p>4 partial withdrawal to pay off outstanding loan</p> <p>5 balances?</p> <p>6 A It appears so. But I don't fully</p> <p>7 understand that or the implications. But, yes,</p> <p>8 that's what it appears to do.</p> <p>9 Q Why did you repay the loan at that</p> <p>10 time, April of 2019?</p> <p>11 A I believe I was -- I don't recall</p> <p>12 exactly.</p> <p>13 Q What about -- what do you recall</p> <p>14 generally?</p> <p>15 A I think I was being charged interest</p> <p>16 continually, and I think I determined that it would</p> <p>17 be -- that it wouldn't harm me to -- to use the</p> <p>18 value to pay off the loan.</p> <p>19 Q Is it your contention that State Farm</p> <p>20 charged you interest on the loan beyond what was</p> <p>21 proper?</p> <p>22 MR. LYTLE: Object to the form.</p> <p>23 A I don't -- I don't know.</p> <p>24 Q Exhibit Number 21, Defendant's</p> <p>25 Exhibit 21, if you turn to that, please.</p>	<p>1 William Whitman - Confidential</p> <p>2 Q Okay. You just asked for a life</p> <p>3 insurance quote in 2010 from anybody?</p> <p>4 A It's possible there was an online form</p> <p>5 of some kind that you could submit a general request</p> <p>6 for life insurance to; and it's possible that they</p> <p>7 sell those leads to different life insurance</p> <p>8 companies and life insurance -- and, excuse me --</p> <p>9 Allstate, it's possible that it was -- that was one</p> <p>10 of the companies that purchased that lead.</p> <p>11 Q Why were you submitting online</p> <p>12 requests for life insurance quotes in March of 2010?</p> <p>13 A I don't remember.</p> <p>14 Q Did you respond to this email?</p> <p>15 A I don't recall.</p> <p>16 Q Have you bought a life insurance</p> <p>17 policy from Allstate?</p> <p>18 A No, I don't believe so.</p> <p>19 Q If you'd look at Defendant's</p> <p>20 Exhibit 22.</p> <p>21 (Exhibit No. Defendant's 22, email</p> <p>22 dated 1/4/2011 from Bill W. to Stephanie</p> <p>23 Whitman; Subject: Dependent Eligibility</p> <p>24 Requirements, Bates No. PLTF-WHITMAN 138,</p> <p>25 Document is marked by the reporter for</p>
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<p>1 William Whitman - Confidential</p> <p>2 A Okay.</p> <p>3 (Exhibit No. Defendant's 21, email</p> <p>4 dated 3/10/2010 from Tamara Guthrie to</p> <p>5 amazingbill@gmail.com; Subject: Allstate,</p> <p>6 Bates No. PLTF-WHITMAN 92, Document is marked</p> <p>7 by the reporter for identification.)</p> <p>8 Q In 2010, March, did you make a request</p> <p>9 for a life insurance quote with Allstate Insurance?</p> <p>10 A No, I don't believe so.</p> <p>11 Q Okay. Then what is Defendant's</p> <p>12 Exhibit 21 referring to?</p> <p>13 MR. LYTLE: Object to the form.</p> <p>14 A It appears that an Allstate Insurance</p> <p>15 agent received a request for a life insurance quote</p> <p>16 for me.</p> <p>17 Q So does this reflect that you</p> <p>18 submitted online a request for a life insurance</p> <p>19 quote?</p> <p>20 MR. LYTLE: Object to the form.</p> <p>21 A It -- it appears so.</p> <p>22 Q Why did you ask for a life insurance</p> <p>23 quote from Allstate in March of 2010?</p> <p>24 A I don't believe I asked for a life</p> <p>25 insurance quote from Allstate.</p>	<p>1 William Whitman - Confidential</p> <p>2 identification.)</p> <p>3 A Okay.</p> <p>4 Q Have you seen this document before?</p> <p>5 A Yes, I believe so.</p> <p>6 Q What is it?</p> <p>7 A It's an email to -- to my wife</p> <p>8 Stephanie. It looks like it's requesting</p> <p>9 information for dependent eligibility verification.</p> <p>10 Q Did you attain in 2011 life insurance</p> <p>11 through your employer?</p> <p>12 A Probably. Yes, probably.</p> <p>13 Q What life insurance did you obtain</p> <p>14 through your employer in 2011?</p> <p>15 A I don't remember specifically.</p> <p>16 Q Do you recall whether or not it was</p> <p>17 term insurance?</p> <p>18 A No. No. I don't recall.</p> <p>19 Q Do you recall if you or your wife had</p> <p>20 to take a physical for that insurance?</p> <p>21 A I don't believe so.</p> <p>22 Q Were you looking to replace your State</p> <p>23 Farm life insurance with other life insurance in</p> <p>24 2011?</p> <p>25 A I don't think so.</p>

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<p style="text-align: right;">Page 218</p> <p><b>William Whitman - Confidential</b></p> <p>Q Were you looking to replace your State Farm life insurance with other life insurance in 2010 when you submitted a request for life insurance quote online?</p> <p>A I don't remember.</p> <p>Q If you could look at Exhibit Number 23.</p> <p>(Exhibit No. Defendant's 23, email dated 9/7/2018 from Jacquilyn M. to Bill Whitman; Subject: Amica insurance, Bates No. PLTF-WHITMAN 93, Document, is marked by the reporter for identification.)</p> <p>Q Do you recognize this document?</p> <p>A This is an email from Jaci at Amica Insurance.</p> <p>Q Why was it that Jaci at Amica Insurance emailing you?</p> <p>MR. LYTLE: Object to the form.</p> <p>A It appears that she was -- based on this email, that she was following up regarding umbrella liability coverage and life insurance.</p> <p>Q So in 2018 were you interested in potentially securing life insurance with Amica?</p> <p>A It's possible. Based on this email,</p>	<p style="text-align: right;">Page 220</p> <p><b>William Whitman - Confidential</b></p> <p>identification.)</p> <p>A Okay.</p> <p>Q Do you recognize this document?</p> <p>A Not specifically. But I do -- but it appears to be an email from David Tice. He must be a life insurance specialist.</p> <p>Q Do you recall having an appointment to discuss life insurance with Mr. Tice or someone else from Amica?</p> <p>A It's possible that that conversation I had mentioned a minute ago with Jaci, it's possible that conversation was with Mr. Tice about their term life insurance.</p> <p>Q Why were you exploring potential life insurance at this time?</p> <p>MR. LYTLE: Object to the form.</p> <p>A I don't remember specifically.</p> <p>Q What do you recall generally?</p> <p>A I don't recall.</p> <p>Q Why don't you turn to Exhibit Number 25.</p> <p>(Exhibit No. Defendant's 25, email dated 1/10/2019 from Fidelity Life to Bill Whitman; Subject: Welcome to your Term Life</p>
<p style="text-align: right;">Page 219</p> <p><b>William Whitman - Confidential</b></p> <p>it's possible.</p> <p>Q Okay. Why were you looking at life insurance with Amica in 2018?</p> <p>A I don't remember. It's possible that Dante Davis, referenced here, suggested it. But I don't remember specifically.</p> <p>Q Do you remember any discussions that you've had with Amica about their product offerings?</p> <p>A Yeah, I do -- I do remember one discussion with Amica -- it may have been with Jaci -- about their product offerings.</p> <p>Q Okay. Tell me about that conversation.</p> <p>A I -- I only just -- I only remember hearing that she could offer term life insurance and some -- and I don't remember the specifics. But I don't think I -- I don't think I pursued it.</p> <p>Q Okay. Why don't you look at Exhibit Number 24.</p> <p>(Exhibit No. Defendant's 24, email dated 6/17/2019 from David Tice to Bill Whitman; Subject: Amica Life - Appointment Confirmation, Bates No. PLTF-WHITMAN 94, Document, is marked by the reporter for</p>	<p style="text-align: right;">Page 221</p> <p><b>William Whitman - Confidential</b></p> <p>Insurance 3HWB, Bates No. PLTF-WHITMAN 50, Document is marked by the reporter for identification.)</p> <p>A Okay.</p> <p>Q Do you recognize this document?</p> <p>A No.</p> <p>Q Do you recall having any conversations with Fidelity Life about their product offerings?</p> <p>A No. This looks like a malicious email from blissjack.net.</p> <p>Q Okay.</p> <p>A I think this is spam.</p> <p>Q Okay. What about Exhibit 26?</p> <p>(Exhibit No. Defendant's 26, email dated 8/23/2019 from Fidelity Life to Bill Whitman; Subject: Welcome to your term life insurance offer, Bates No. PLTF-WHITMAN 51, Document is marked by the reporter for identification.)</p> <p>A No, not familiar with this email either.</p> <p>Q Okay. Exhibit 27.</p> <p>(Exhibit No. Defendant's 27, email dated 3/23/2010 from Bill Whitman to Nick</p>

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<p style="text-align: right;">Page 222</p> <p>1 William Whitman - Confidential</p> <p>2 Parodi; Subject: Life Insurance Reference,</p> <p>3 Bates No. PLTF-WHITMAN 486, Document is marked</p> <p>4 by the reporter for identification.)</p> <p>5 <b>A Okay.</b></p> <p>6 Q Who is Nick Parodi?</p> <p>7 <b>A He's a personal friend.</b></p> <p>8 Q Does Mr. Parodi have anything to do</p> <p>9 with your businesses that you have owned?</p> <p>10 <b>A No.</b></p> <p>11 Q You listed Mr. Parodi as a reference</p> <p>12 for a life insurance application?</p> <p>13 <b>A It appears so.</b></p> <p>14 Q What life insurance application are</p> <p>15 you referring to here in March of 2010?</p> <p>16 <b>A I believe I applied for term life with</b></p> <p>17 <b>Amica.</b></p> <p>18 Q Did you eventually get term life</p> <p>19 insurance with Amica?</p> <p>20 <b>A No. I -- I believe I was declined.</b></p> <p>21 [REDACTED]</p> <p>22 [REDACTED]</p> <p>23 [REDACTED]</p> <p>24 [REDACTED]</p> <p>25 [REDACTED]</p>	<p style="text-align: right;">Page 224</p> <p>1 William Whitman - Confidential</p> <p>2 Q That's in the state of Washington,</p> <p>3 correct?</p> <p>4 <b>A Yes.</b></p> <p>5 Q So ten years ago would be around the</p> <p>6 year 2000; is that correct?</p> <p>7 <b>A From this email, that's -- that would</b></p> <p>8 <b>be correct.</b></p> <p>9 Q I mean, does it generally sound</p> <p>10 correct that you took flying lessons in</p> <p>11 Pierce County around the year 2000?</p> <p>12 <b>A Generally, yeah, that's correct.</b></p> <p>13 Q Now, I want you to go back to</p> <p>14 Defendant's Exhibit Number 7.</p> <p>15 <b>A Okay.</b></p> <p>16 Q And on page two of Defendant's Exhibit</p> <p>17 Number 7, you were asked on your State Farm</p> <p>18 application, which is dated January 16, 2010 [sic],</p> <p>19 whether you had flown, as a pilot, crew member,</p> <p>20 student pilot, an aircraft in the last three years</p> <p>21 or planned to in the next six months, and you said</p> <p>22 no.</p> <p>23 Do you see that?</p> <p>24 <b>A Yes.</b></p> <p>25 Q So that was not correct in January</p>
<p style="text-align: right;">Page 223</p> <p>1 William Whitman - Confidential</p> <p>2 Q On Tuesday, March 23, 2010, at 12:22,</p> <p>3 Nick Parodi writes:</p> <p>4 "Bill Whitman, a venture sports</p> <p>5 enthusiast, small engine aircraft pilot, anorexic,</p> <p>6 but good guy."</p> <p>7 Do you see that?</p> <p>8 <b>A I do.</b></p> <p>9 Q So are you an adventure sports</p> <p>10 enthusiast, Mr. Whitman?</p> <p>11 <b>A No.</b></p> <p>12 Q Okay. Now, on "small engine aircraft</p> <p>13 pilot," it says that you took some flying lessons</p> <p>14 ten years ago but never got your license?</p> <p>15 <b>A Yes, it does.</b></p> <p>16 Q So is -- is that true that you took</p> <p>17 flying lessons ten years ago but never got your</p> <p>18 license?</p> <p>19 MR. LYTLE: Object to the form.</p> <p>20 <b>A It's -- it's possible. I do remember</b></p> <p>21 <b>taking some pilot lessons or flying lessons at some</b></p> <p>22 <b>point, but I don't remember the specific dates. I</b></p> <p>23 <b>never did get my license. That's true.</b></p> <p>24 Q Where did you take the flying lessons?</p> <p>25 <b>A In Pierce County.</b></p>	<p style="text-align: right;">Page 225</p> <p>1 William Whitman - Confidential</p> <p>2 of 2010 [sic] because, per your email exchange with</p> <p>3 Nick Parodi, you did take flying lessons in</p> <p>4 Pierce County in the 2010 [sic] period, which would</p> <p>5 fall within the last three years?</p> <p>6 MR. LYTLE: Object to the form.</p> <p>7 Q January 16, 2010 [sic], correct?</p> <p>8 MR. LYTLE: Object to the form.</p> <p>9 <b>A No. I -- I don't -- I don't remember</b></p> <p>10 <b>the specific dates, but I don't think that's</b></p> <p>11 <b>correct.</b></p> <p>12 Q Well, you just told me previously, in</p> <p>13 answering questions at Defendant's Exhibit</p> <p>14 Number 27, that -- and we can go back into the</p> <p>15 transcript where you said that you took flying</p> <p>16 lessons in Pierce County, Washington, around the</p> <p>17 year 2000.</p> <p>18 <b>A Yeah. I don't remember the specific</b></p> <p>19 <b>dates.</b></p> <p>20 Q Well, no. You remembered the specific</p> <p>21 dates when I asked you the questions previously at</p> <p>22 Defendant's Exhibit Number 27.</p> <p>23 MR. LYTLE: Objection. That's</p> <p>24 argumentative, Counsel. I'm going to object</p> <p>25 to your commentary as -- as unnecessary and</p>

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<p style="text-align: right;">Page 226</p> <p>1 William Whitman - Confidential</p> <p>2 argumentative.</p> <p>3 If there's a question there,</p> <p>4 Mr. Whitman, you can answer it.</p> <p>5 <b>A Can you repeat the question, please?</b></p> <p>6 Q Sure. Is it true or not, Mr. Whitman,</p> <p>7 that you took flying lessons in and around the year</p> <p>8 2000 in Pierce County, Washington?</p> <p>9 <b>A I do not remember the specific dates.</b></p> <p>10 <b>It is true that I took flying lessons in</b></p> <p>11 <b>Pierce County.</b></p> <p>12 Q So if you did take flying lessons in</p> <p>13 Pierce County in the year 2010 [sic], then your</p> <p>14 answer on Exhibit 7, on page two, as to whether or</p> <p>15 not in the last three years, or plan to in the next</p> <p>16 six months, of "no" in response to the question</p> <p>17 about flying as a pilot, crew member, or student</p> <p>18 pilot would be incorrect?</p> <p>19 MR. LYTLE: Object to the form.</p> <p>20 <b>A I don't believe I was a student pilot</b></p> <p>21 <b>at -- prior to the former three years that I</b></p> <p>22 <b>completed this.</b></p> <p>23 Q No. The question asks if you in the</p> <p>24 last three years -- so that would be -- if it's</p> <p>25 January of 2010, so that would be within 2008, 2009,</p>	<p style="text-align: right;">Page 228</p> <p>1 William Whitman - Confidential</p> <p>2 MR. LYTLE: Object to the form.</p> <p>3 Misstates testimony.</p> <p>4 Q Well, let's -- let's go back on the</p> <p>5 realtime and -- and see what's correct or not.</p> <p>6 Would you agree on the transcript,</p> <p>7 that is your testimony, that in January of -- that</p> <p>8 in 2010 [sic], you took flying lessons in</p> <p>9 Pierce County?</p> <p>10 <b>A No.</b></p> <p>11 MR. LYTLE: It was 2000, not 2010.</p> <p>12 MS. DAWSON: I'm sorry. In 2000.</p> <p>13 Thank you.</p> <p>14 <b>A Yeah, I don't remember the specific</b></p> <p>15 <b>date. I believe my testimony was around 2000. It</b></p> <p>16 <b>could have been some -- some span of time around</b></p> <p>17 <b>there.</b></p> <p>18 (Exhibit No. 29, email dated 4/8/2019</p> <p>19 from Bill Whitman to Bill Whitman; Subject:</p> <p>20 Life Insurance Evaluations, Bates No.</p> <p>21 PLTF-WHITMAN 309, Document is marked by the</p> <p>22 reporter for identification.)</p> <p>23 Q On Defendant's Exhibit Number 29, you</p> <p>24 have emailed yourself information about the Consumer</p> <p>25 Federation of America Rise to the Rescue?</p>
<p style="text-align: right;">Page 227</p> <p>1 William Whitman - Confidential</p> <p>2 2010, or in the next six months flown. And so 2010</p> <p>3 falls within that period, correct?</p> <p>4 MR. LYTLE: Object to the form of the</p> <p>5 question.</p> <p>6 <b>A No. Incorrect.</b></p> <p>7 Q So if you took flying lessons in 2010</p> <p>8 [sic], it's your position that your answer in the</p> <p>9 State Farm application is correct or not?</p> <p>10 MR. LYTLE: Object to the form.</p> <p>11 <b>A It's correct.</b></p> <p>12 Q And so Exhibit Number 27 is wrong</p> <p>13 then?</p> <p>14 MR. LYTLE: Object to the form. It's</p> <p>15 argumentative.</p> <p>16 Q You're under oath to tell me the</p> <p>17 truth, Mr. Whitman.</p> <p>18 <b>A Sure.</b></p> <p>19 Q You understand that, correct?</p> <p>20 <b>A Yes.</b></p> <p>21 Q And you stated previously, in response</p> <p>22 to my questions on Defendant's Exhibit Number 27,</p> <p>23 that you took flying lessons in Pierce County in</p> <p>24 2010 [sic]. That was your testimony?</p> <p>25 <b>A No.</b></p>	<p style="text-align: right;">Page 229</p> <p>1 William Whitman - Confidential</p> <p>2 <b>A I see that.</b></p> <p>3 Q Why did you email this to yourself in</p> <p>4 April of 2019?</p> <p>5 <b>A I believe I thought that this was the</b></p> <p>6 <b>person that could evaluate my life insurance policy.</b></p> <p>7 Q Why did you decide to have your life</p> <p>8 insurance policy evaluated in April of 2019?</p> <p>9 <b>A I think I was trying to do some kind</b></p> <p>10 <b>of financial housecleaning, kind of getting a little</b></p> <p>11 <b>bit better organized; and this was something that I</b></p> <p>12 <b>had wanted to get done, get reviewed.</b></p> <p>13 Q Why did you decide to focus on your</p> <p>14 financial housecleaning at that specific time?</p> <p>15 <b>A I don't remember specifically. But,</b></p> <p>16 <b>you know, my kids are getting older. I probably</b></p> <p>17 <b>could -- had a little bit of room to breathe, so to</b></p> <p>18 <b>speak.</b></p> <p>19 Q I'll show you what's been marked as</p> <p>20 Defendant's Exhibit Number 30. Can you turn to</p> <p>21 that?</p> <p>22 (Exhibit No. Defendant's 30, email</p> <p>23 chain, top email dated 4/30/2019 from Bill W.</p> <p>24 to Gary Gover; Subject: Whitman - State Farm</p> <p>25 Universal Life Discussion, with attachment,</p>

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<p style="text-align: right;">Page 230</p> <p>1 William Whitman - Confidential</p> <p>2 Bates Nos. PLTF-WHITMAN 221 to 222, Document</p> <p>3 is marked by the reporter for identification.)</p> <p>4 A Okay. I see Number 30.</p> <p>5 Q If you look at this email chain on the</p> <p>6 second page -- it's Bates 222.</p> <p>7 A Okay. I see the Bates 222.</p> <p>8 Q And it looks like on April 8, 2019,</p> <p>9 you wrote to Mr. Hunt. It says:</p> <p>10 "It was an honor to speak with you</p> <p>11 today."</p> <p>12 A Yes. I see that.</p> <p>13 Q And you wrote:</p> <p>14 "I've been looking forward to reaching</p> <p>15 out regarding my universal life policy for years. I</p> <p>16 am ashamed to have waited so long."</p> <p>17 A Yes. I see that.</p> <p>18 Q Why did you say you were ashamed to</p> <p>19 have waited so long?</p> <p>20 A I believe I had heard about the</p> <p>21 "Evaluate Life Insurance" practice that he has years</p> <p>22 before; and -- and it had taken a while to get</p> <p>23 organized enough to be able to reach out and try to</p> <p>24 address it, get the evaluation done.</p> <p>25 Q Can we go to -- on Defendant's</p>	<p style="text-align: right;">Page 232</p> <p>1 William Whitman - Confidential</p> <p>2 the breathing room, so to speak, to reach out and</p> <p>3 have it evaluated and make a decision.</p> <p>4 Q Well, were you concerned about aspects</p> <p>5 of your life insurance policy for years?</p> <p>6 A Not -- not that I recall, not</p> <p>7 specifically.</p> <p>8 Q Well, then why were you wanting to</p> <p>9 reach out to Mr. Hunt for years?</p> <p>10 MR. LYTLE: Object to the form. Asked</p> <p>11 and answered.</p> <p>12 A I don't remember specifically why I</p> <p>13 waited years. But I did think it was prudent to</p> <p>14 have it evaluated by a professional. I think I had</p> <p>15 tried to read the policy and understand it before</p> <p>16 then, and I finally had the professional evaluation.</p> <p>17 Q You would agree that, at least as</p> <p>18 early as 2011, you wanted to have your life</p> <p>19 insurance policy evaluated by Mr. Hunt; is that</p> <p>20 correct?</p> <p>21 MR. LYTLE: Object to the form of the</p> <p>22 question.</p> <p>23 A No, not necessarily.</p> <p>24 Q What did you and Mr. Hunt discuss?</p> <p>25 A I don't remember the -- well, on this</p>
<p style="text-align: right;">Page 231</p> <p>1 William Whitman - Confidential</p> <p>2 Exhibit 28? That's where you emailed yourself</p> <p>3 evaluatelifeinsurance.org, correct?</p> <p>4 A Yes. I see that.</p> <p>5 Q So are you referring to the fact that</p> <p>6 in January of 2011 you were aware of</p> <p>7 evaluatelifeinsurance.org, correct?</p> <p>8 A I don't know about specifically if</p> <p>9 that's -- that that was the date I had in mind when</p> <p>10 I -- when I wrote that I was ashamed to have waited</p> <p>11 so long to reach out.</p> <p>12 But I had -- I had heard about</p> <p>13 evaluatelifeinsurance.org sometime before this,</p> <p>14 before the April 8th, 2019.</p> <p>15 Q Well, you had heard about it at least</p> <p>16 by January 17th, 2011, correct?</p> <p>17 A It appears. It appears so, yes.</p> <p>18 Q And you stated you've been "looking</p> <p>19 forward to reaching out for years."</p> <p>20 Why were you wanting to reach out to</p> <p>21 Mr. Hunt for years?</p> <p>22 MR. LYTLE: Object to the form.</p> <p>23 A I think I had -- I had finally gotten</p> <p>24 to a place where I was organized enough. And, as I</p> <p>25 mentioned, my kids were older; and I felt like I had</p>	<p style="text-align: right;">Page 233</p> <p>1 William Whitman - Confidential</p> <p>2 particular intro call, I don't remember the</p> <p>3 specifics. But I believe I probably reviewed the</p> <p>4 logistics of getting him a copy of the policy and</p> <p>5 what he needed in order to do his review.</p> <p>6 Q Reading through Defendant's</p> <p>7 Exhibit 30, does it jog your memory as to what</p> <p>8 prompted you to pay off your loan?</p> <p>9 A Let me take a look.</p> <p>10 Would it be possible after this</p> <p>11 question to get a brief break.</p> <p>12 Q Yeah, that's fine.</p> <p>13 A Okay. I'll review this email, then</p> <p>14 answer your question.</p> <p>15 Okay. Yes, this does jog my memory.</p> <p>16 I think, because I didn't fully</p> <p>17 understand the policy and had attempted to on a</p> <p>18 number of times before, I wanted to get his</p> <p>19 professional opinion on whether it would be okay to</p> <p>20 pay off the loan or if that would harm me in some</p> <p>21 way or be less advantageous.</p> <p>22 Q And just one more follow-up question</p> <p>23 on that.</p> <p>24 Did you seek the advice of anyone else</p> <p>25 other than Mr. Hunter regarding whether or not you</p>



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<p style="text-align: right;">Page 234</p> <p>1 William Whitman - Confidential</p> <p>2 should pay off your loan?</p> <p>3 A I may have asked Gary Gover about it,</p> <p>4 but I don't -- but I don't know that he had enough</p> <p>5 information to answer that. And -- and that's</p> <p>6 probably why I talked to Mr. Hunt.</p> <p>7 Q Did you ever consider asking your</p> <p>8 State Farm agent to explain the policy or answer any</p> <p>9 questions you might have about the policy?</p> <p>10 A I don't recall.</p> <p>11 Q Is there any reason why you would not</p> <p>12 ask your State Farm agent questions that you had</p> <p>13 about the policy?</p> <p>14 MR. LYTLE: Object to the form.</p> <p>15 A Yes, it's possible.</p> <p>16 Q What reason would you not ask your</p> <p>17 State Farm agent questions about your policy?</p> <p>18 A I don't -- I don't know that they're</p> <p>19 independent enough to give me an independent answer.</p> <p>20 Can we talk about that break again</p> <p>21 now?</p> <p>22 MS. DAWSON: Sure. Yeah, we can take</p> <p>23 a break.</p> <p>24 THE WITNESS: Okay. Thank you.</p> <p>25 THE VIDEOGRAPHER: Stand by.</p>	<p style="text-align: right;">Page 236</p> <p>1 William Whitman - Confidential</p> <p>2 Q And you don't know whether or not your</p> <p>3 interactions with Kevin Olive were typical of his</p> <p>4 interactions with other State Farm policyholders,</p> <p>5 correct?</p> <p>6 A Correct.</p> <p>7 Q Mr. Whitman, you understand that,</p> <p>8 generally speaking, in order to be an ongoing</p> <p>9 financially solvent company, businesses need to make</p> <p>10 a profit, correct?</p> <p>11 MR. LYTLE: Object to the form.</p> <p>12 A Can you repeat the question, please,</p> <p>13 or -- or rephrase?</p> <p>14 Q Sure.</p> <p>15 THE REPORTER: Do you want me to read</p> <p>16 it back?</p> <p>17 (Reporter read back pending question.)</p> <p>18 A Over a given period of time,</p> <p>19 businesses can operate without making a profit if</p> <p>20 they subsequently make profits or if they had made</p> <p>21 profits before. So I don't want to agree --</p> <p>22 Q In order --</p> <p>23 A -- in whole with your question.</p> <p>24 Q In order for a company to remain</p> <p>25 financially stable and solvent and to continue in</p>
<p style="text-align: right;">Page 235</p> <p>1 William Whitman - Confidential</p> <p>2 This marks the end of media unit</p> <p>3 number six. We are off the record at</p> <p>4 5:31 p.m.</p> <p>5 (A break is taken.)</p> <p>6 THE VIDEOGRAPHER: This marks the</p> <p>7 beginning of media unit number seven. We are</p> <p>8 back on the record at 5:40 p.m.</p> <p>9 CONTINUED DIRECT EXAMINATION</p> <p>10 BY MS. DAWSON:</p> <p>11 Q Mr. Whitman, do you know anyone else</p> <p>12 who has the State Farm uniform [sic] life insurance</p> <p>13 policy?</p> <p>14 A Not to my knowledge.</p> <p>15 Q And it's fair to say, is it not, that</p> <p>16 your interaction with your State Farm agent</p> <p>17 Kevin Olive was unique to you?</p> <p>18 MR. LYTLE: Object to the form.</p> <p>19 Q In other words, you don't know what,</p> <p>20 if any, things were discussed between Kevin Olive</p> <p>21 and any other potential customer of State Farm in</p> <p>22 connection with the purchase of universal life</p> <p>23 insurance, correct?</p> <p>24 A I -- I don't know what Kevin Olive</p> <p>25 talked with other customers about.</p>	<p style="text-align: right;">Page 237</p> <p>1 William Whitman - Confidential</p> <p>2 business, it needs to make a profit, correct?</p> <p>3 MR. LYTLE: Object to the form.</p> <p>4 A In order to stay financially solvent,</p> <p>5 a business should at some point make a profit. Yes,</p> <p>6 I agree with that.</p> <p>7 Q It's fair to say it's not deceptive</p> <p>8 for a company to include a profit margin in its</p> <p>9 price without disclosing that, correct?</p> <p>10 MR. LYTLE: Object to the form.</p> <p>11 A I -- I don't know that that's -- that</p> <p>12 that's correct.</p> <p>13 Q Do you agree that the price of almost</p> <p>14 all goods and services includes some amount for the</p> <p>15 seller's profits and expenses?</p> <p>16 MR. LYTLE: Object to the form.</p> <p>17 A I -- I don't have specific knowledge</p> <p>18 on that, no.</p> <p>19 Q Can you think of a product or a</p> <p>20 service that does not include some amount for the</p> <p>21 seller's profit and expenses?</p> <p>22 MR. LYTLE: Object to the form.</p> <p>23 A Yes, I think so. Yes.</p> <p>24 Q Tell me, what is a product or service</p> <p>25 price that does not include some amount for the</p>



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<p style="text-align: right;">Page 238</p> <p>1 William Whitman - Confidential</p> <p>2 seller's profits and expenses?</p> <p>3 A A loss leader, as you mentioned</p> <p>4 before.</p> <p>5 Q Other than a loss leader, can you</p> <p>6 think of a product or service price that does not</p> <p>7 include some amount for the seller's profits and</p> <p>8 expenses?</p> <p>9 A Yes, a product that -- or service that</p> <p>10 a company contractually obligated themselves to,</p> <p>11 they potentially would -- wouldn't -- wouldn't make</p> <p>12 a profit on it; but they've made a -- they have an</p> <p>13 obligation to pay it, for instance. I could think</p> <p>14 that could be a good example of it.</p> <p>15 Q Okay. Other than the two examples</p> <p>16 you've just given, can you think of a product or</p> <p>17 service price that does not include some amount for</p> <p>18 the seller's profit and expenses?</p> <p>19 A Yeah. A company that's liquidating, a</p> <p>20 liquidation sale, for instance -- they could sell</p> <p>21 products at a loss that have no profit included.</p> <p>22 Q If it's a company that is not in</p> <p>23 liquidation and is committed to remaining</p> <p>24 financially solvent for the long run, and excluding</p> <p>25 the exceptions you identified for loss leaders or</p>	<p style="text-align: right;">Page 240</p> <p>1 William Whitman - Confidential</p> <p>2 seasons, that sellers include profits and expenses</p> <p>3 as part of the price of their goods and services?</p> <p>4 MR. LYTLE: Object to the form.</p> <p>5 A I -- I do know that some sellers, many</p> <p>6 sellers, include a profit margin in the pricing of</p> <p>7 their product or services.</p> <p>8 Q Do the sellers usually affirmatively</p> <p>9 disclose that the price of the goods or services</p> <p>10 includes some amount for the seller's expenses and</p> <p>11 profits?</p> <p>12 MR. LYTLE: Object to the form.</p> <p>13 A I don't know. I don't know</p> <p>14 specifically or generally. I don't remember. It's</p> <p>15 possible that there are sellers that -- that do not</p> <p>16 specifically disclose profit.</p> <p>17 Q I mean, when you go to the store and</p> <p>18 you buy something, does the seller -- let's just say</p> <p>19 you bought a pack of gum -- is it disclosed on the</p> <p>20 pack of the gum that the price of the good includes</p> <p>21 some amount for expenses and profits?</p> <p>22 MR. LYTLE: Object to the form.</p> <p>23 A A pack of gum does not disclose the</p> <p>24 amount of profit on the -- on the price listing.</p> <p>25 Q Would you expect -- would you it to?</p>
<p style="text-align: right;">Page 239</p> <p>1 William Whitman - Confidential</p> <p>2 contractual obligations, can you think of a product</p> <p>3 or service price that does not include some amount</p> <p>4 for the seller's profits and expenses?</p> <p>5 A Yes.</p> <p>6 Q Okay. What example is that?</p> <p>7 A A company that's not in liquidation,</p> <p>8 but has a seasonal product that they need to get out</p> <p>9 of their inventory.</p> <p>10 Q Okay. Other than those exceptions,</p> <p>11 can you think of any other exceptions?</p> <p>12 A Yes.</p> <p>13 Q Okay. What's your next exception?</p> <p>14 A A company could sell goods that are</p> <p>15 expiring, for example, food products that are</p> <p>16 expiring, that, even if the company is not in</p> <p>17 liquidation and they're not seasonal products, they</p> <p>18 could potentially sell those expiring products at a</p> <p>19 loss so as to not have to dispose of them, pay</p> <p>20 disposal fees, something along those lines.</p> <p>21 Q You've identified specific contracts,</p> <p>22 specific instances. But at the end of the day,</p> <p>23 those are isolated specific transactions.</p> <p>24 Would you agree that, notwithstanding</p> <p>25 specific contracts, specific inventory, or specific</p>	<p style="text-align: right;">Page 241</p> <p>1 William Whitman - Confidential</p> <p>2 A For a pack of gum, I -- I wouldn't</p> <p>3 expect it to include a listing of its profit on</p> <p>4 the -- on the pack of gum or -- marked for sale.</p> <p>5 Q And is it acceptable for them not to</p> <p>6 disclose that the price charged for the gum includes</p> <p>7 some amount for profits and expenses?</p> <p>8 A Who is "they"?</p> <p>9 Q The seller.</p> <p>10 A The seller of the pack of gum does not</p> <p>11 have to disclose the profit.</p> <p>12 Q On Exhibit 31.</p> <p>13 (Exhibit No. Defendant's 31, CFA's</p> <p>14 Rate of Return Service for State Farm, Policy</p> <p>15 of William Whitman, Analysis prepared by James</p> <p>16 Hunt, Bates No. PLTF-WHITMAN 223, Document is</p> <p>17 marked by the reporter for identification.)</p> <p>18 Q Tell me what Exhibit 31 is.</p> <p>19 A One moment, please.</p> <p>20 The Exhibit 31 appears to be a report</p> <p>21 generated by James Hunt after the evaluation of the</p> <p>22 State Farm life insurance policy.</p> <p>23 Q This is what you requested Mr. Hunt to</p> <p>24 prepare for you?</p> <p>25 A I don't recall requesting a specific</p>

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<p style="text-align: right;">Page 242</p> <p>1 William Whitman - Confidential</p> <p>2 report. I don't recall asking for this particular</p> <p>3 report. But it's possible.</p> <p>4 Q What did you do with this report that</p> <p>5 you received from Mr. Hunt?</p> <p>6 A I don't -- I probably skimmed it to</p> <p>7 see if I could make sense of it.</p> <p>8 Q Do you understand what's in Exhibit</p> <p>9 Number 31?</p> <p>10 A Not entirely, no, no way.</p> <p>11 Q What about Exhibit Number 32? What's</p> <p>12 this?</p> <p>13 (Exhibit No. Defendant's 32, Consumer</p> <p>14 Federation of America Insurance Group, Rates</p> <p>15 of Return on Cash Value of Life Insurance</p> <p>16 Policies, Report by James Hunt, Bates Nos.</p> <p>17 PLTF-WHITMAN 224 to 227, Document is marked by</p> <p>18 the reporter for identification.)</p> <p>19 A This appears to be another -- another</p> <p>20 report or document by James Hunt, rates of return on</p> <p>21 cash-value life insurance policies.</p> <p>22 Q What did you do with this document?</p> <p>23 A I -- I think I skimmed it, tried to</p> <p>24 understand it.</p> <p>25 Q Did you understand it?</p>	<p style="text-align: right;">Page 244</p> <p>1 William Whitman - Confidential</p> <p>2 chain, top email dated 4/28/2019 from Bill</p> <p>3 Whitman to Gary Gover; Subject: Documents,</p> <p>4 Bates Nos. PLTF-WHITMAN 336 to 346, Document,</p> <p>5 is marked by the reporter for identification.)</p> <p>6 A Okay. I'll wait for it to come up,</p> <p>7 then.</p> <p>8 Q It's in there.</p> <p>9 A Yep, I see it. I'm working on it.</p> <p>10 Okay. I see it.</p> <p>11 Q Who is Gary Gover?</p> <p>12 A He's a financial planner.</p> <p>13 Q How did you come to learn of</p> <p>14 Gary Gover and the services he provides?</p> <p>15 A I believe I did a Google search.</p> <p>16 Q How did you decide to select</p> <p>17 Gary Gover as a financial planner for you?</p> <p>18 A I was looking for a fee-only financial</p> <p>19 planner, and I used the -- the Garrett Planning</p> <p>20 Network website, I believe, to search for -- for a</p> <p>21 financial planner in the area.</p> <p>22 Q In your email to Mr. Gover at</p> <p>23 Defendant's Exhibit Number 37, you have a statement</p> <p>24 in here:</p> <p>25 "Please disregard the universal life</p>
<p style="text-align: right;">Page 243</p> <p>1 William Whitman - Confidential</p> <p>2 A Not -- not in depth, no.</p> <p>3 Q Can you tell me:</p> <p>4 What conclusions did you draw from</p> <p>5 your discussions with Mr. Hunt regarding your life</p> <p>6 insurance policy with State Farm?</p> <p>7 A That it would be okay to close the</p> <p>8 policy and that -- that I may have been overcharged</p> <p>9 on the policy in some form or fashion.</p> <p>10 Q And when you say it would be "okay to</p> <p>11 chose the policy," what are you referring to? What</p> <p>12 do you mean by "close the policy"?</p> <p>13 A I don't know -- I don't know what the</p> <p>14 right terminology for it is -- stop -- stop using</p> <p>15 it, stop paying it, replace it, potentially.</p> <p>16 Q And what did Mr. Hunt say to you about</p> <p>17 you being overcharged?</p> <p>18 MR. LYTLE: Object to the form.</p> <p>19 A I don't think he made any definitive</p> <p>20 statement. I don't recall specifically what he</p> <p>21 said.</p> <p>22 Q Can I have you take a look at -- and</p> <p>23 this is going to be in the chat -- Defendant's</p> <p>24 Exhibit 37.</p> <p>25 (Exhibit No. Defendant's 37, email</p>	<p style="text-align: right;">Page 245</p> <p>1 William Whitman - Confidential</p> <p>2 policy in terms of insurance or cash value for now.</p> <p>3 It was purchased in 1999, and I am having the</p> <p>4 current illustration evaluated by James Hunt using</p> <p>5 the Linton Yield Method to make sure I can trash the</p> <p>6 piece of garbage." It may just -- "It just may be</p> <p>7 the case that after 20 years the cost of insurance</p> <p>8 could make it worth keeping, but I doubt it."</p> <p>9 Do you see that?</p> <p>10 A Yes.</p> <p>11 Q So you consider your State Farm</p> <p>12 universal life insurance policy a "piece of</p> <p>13 garbage"?</p> <p>14 A I'm not sure. I don't necessarily</p> <p>15 think of it as a "piece of garbage." I was probably</p> <p>16 speaking colloquially.</p> <p>17 Q I mean, the policy allowed you to --</p> <p>18 to make withdrawals and to take loans against the</p> <p>19 universal policy when you needed the funds for it?</p> <p>20 A It allowed me to take loans against</p> <p>21 it, yes.</p> <p>22 Q And to make withdrawals when you</p> <p>23 needed funds, correct?</p> <p>24 A Withdrawals from my money, yes.</p> <p>25 Q In Exhibit Number 35.</p>

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1 William Whitman - Confidential

2 (Exhibit No. Defendant's 35, Bill

3 Whitman Bullet Point Planning Review, June

4 28th, 2019, Bates Nos. PLTF-WHITMAN 498 to

5 509, Document is marked by the reporter for

6 identification.)

7 Q The Bates is in the right-hand corner.

8 A Okay.

9 [REDACTED]

10 [REDACTED]

11 [REDACTED]

12 [REDACTED]

13 [REDACTED]

14 [REDACTED]

15 [REDACTED]

16 Q And on page 500 of that exhibit, it

17 indicates that you scored with group seven,

18 indicating a very high risk tolerance; is that

19 correct?

20 A That's what it indicates here, yes.

21 Q And would you agree that you have a

22 high risk tolerance for your investments and that

23 you have a great deal of confidence in your ability

24 to make good financial decisions?

25 A It's possible -- not necessarily. I

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1 William Whitman - Confidential

2 don't think I'd give myself that much credit.

3 Q Now, on page 505 of that exhibit,

4 there's a "life insurance needs" analysis.

5 A Okay.

6 Q It indicates you're interested in

7 "surrendering a universal life insurance policy

8 after securing a review of the policy by an

9 independent insurance expert."

10 Do you see that?

11 A I see that statement.

12 Q And it says you wish to "replace this

13 policy with 20-year level premium life insurance for

14 renewable terms"; is that correct?

15 A That's what this document says. I

16 don't know that that's -- that that's how I feel.

17 That's what it says here, yes.

18 [REDACTED]

19 [REDACTED]

20 [REDACTED]

21 [REDACTED]

22 [REDACTED]

23 [REDACTED]

24 [REDACTED]

25 [REDACTED]

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1 William Whitman - Confidential

2 [REDACTED]

3 [REDACTED]

4 [REDACTED]

5 [REDACTED]

6 [REDACTED]

7 [REDACTED]

8 [REDACTED]

9 Q Then it says \$550,000 of life

10 insurance in place.

11 What does that refer to?

12 A Probably the basic -- probably the

13 \$500,000 State Farm life insurance and 50

14 additional -- 50,000 additional of employer coverage

15 at Armavel.

16 Q Okay.

17 A I'm not certain about that, but that's

18 probably what that refers to.

19 Q And then it refers to additional

20 coverage of 400,000 you're applying for through

21 Armavel. Do you see that?

22 A I see that.

23 Q And what type of additional coverage

24 of \$400,000 were you contemplating applying for

25 through Armavel?

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2 A I'm not sure exactly. But there is

3 some additional benefit that you can -- that you can

4 get through Armavel. But it requires an additional

5 level of underwriting or some kind of a

6 questionnaire, possibly a physical. I'm not sure.

7 But that may be what the applying indicates there.

8 [REDACTED]

9 [REDACTED]

10 [REDACTED]

11 [REDACTED]

12 [REDACTED]

13 [REDACTED]

14 [REDACTED]

15 [REDACTED]

16 [REDACTED]

17 [REDACTED]

18 Q On page 507 of Exhibit 35, there's a

19 net insurance need listed in recommendations --

20 under "Recommendations and Actions."

21 A I see that.

22 Q The recommendation --

23 (There was a discussion off the

24 record.)

25 Q Page 507, there's a recommendation to

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<p style="text-align: right;">Page 250</p> <p>1 William Whitman - Confidential</p> <p>2 purchase 20-year level premium term life insurance</p> <p>3 in the amount of \$1,300,000.</p> <p>4 Do you see that?</p> <p>5 A Yes, I see that.</p> <p>6 Q Okay. Is it your intention to follow</p> <p>7 the recommendation made by Gover Financial Planning?</p> <p>8 MR. LYTLE: Object to the form.</p> <p>9 A I -- I don't know. I haven't yet.</p> <p>10 Q Gover Financial Planning appears to</p> <p>11 refer you to Low Load Insurance Services.</p> <p>12 Do you see that?</p> <p>13 A I see that.</p> <p>14 Q So if you could turn to Exhibit 36.</p> <p>15 (Exhibit No. Defendant's 36, Document,</p> <p>16 "The advisor's insurance advisor," relating to</p> <p>17 Low Load Insurance Services, Bates Nos.</p> <p>18 PLTF-WHITMAN 311 to 314, Document is marked by</p> <p>19 the reporter for identification.)</p> <p>20 Q And you see Low Load Insurance</p> <p>21 Services, Inc.?</p> <p>22 A I see this document, yes.</p> <p>23 Q Okay. Have you contacted Low Load</p> <p>24 Insurance Services, Inc.?</p> <p>25 A No, I don't believe so.</p>	<p style="text-align: right;">Page 252</p> <p>1 William Whitman - Confidential</p> <p>2 Q That you described in your meeting</p> <p>3 with Kevin Olive earlier in the deposition, when you</p> <p>4 were purchasing the life insurance.</p> <p>5 A I'm not -- I'm not sure if I -- if I</p> <p>6 referenced this document.</p> <p>7 Q Okay. Well, does this document look</p> <p>8 familiar to you?</p> <p>9 A It's possible. Is it printed in green</p> <p>10 in -- when it's in -- in other paper, possibly?</p> <p>11 Q I'm not sure about that.</p> <p>12 A Okay.</p> <p>13 Q Why don't you look at what's Bates</p> <p>14 labeled 278. So look at the right-hand corner, 278.</p> <p>15 A Okay. I see it.</p> <p>16 Q And is that your signature?</p> <p>17 A Yes, I believe so.</p> <p>18 Q And your signature indicates that you</p> <p>19 received a copy of this illustration, correct?</p> <p>20 A That's -- yeah, that's what it appears</p> <p>21 to indicate, yes.</p> <p>22 Q Okay. Now, if we go to page 272 of</p> <p>23 Defendant's Exhibit Number 9, there is a description</p> <p>24 of the coverage.</p> <p>25 Do you see that?</p>
<p style="text-align: right;">Page 251</p> <p>1 William Whitman - Confidential</p> <p>2 Q And why not?</p> <p>3 A I -- I don't know. I may have</p> <p>4 forgotten. I didn't realize -- I didn't recall that</p> <p>5 recommendation.</p> <p>6 Q I wanted to ask you some questions.</p> <p>7 First of all, let me ask you to identify a couple of</p> <p>8 things here.</p> <p>9 Look in your notebook at</p> <p>10 Defendant's Exhibit Number 9.</p> <p>11 (Exhibit No. Defendant's 9, Life</p> <p>12 Insurance Illustration for William T. Whitman</p> <p>13 by State Farm Insurance, dated 1/16/01, Bates</p> <p>14 Nos. SFLIC-W 207272 to 287, Document is marked</p> <p>15 by the reporter for identification.)</p> <p>16 A Okay. I see it.</p> <p>17 Q Do you recognize this document?</p> <p>18 A A life insurance illustration? I</p> <p>19 believe so.</p> <p>20 Q Yes. That's the illustration that you</p> <p>21 referenced in connection with your meeting with</p> <p>22 Kevin Olive to purchase the insurance, the life</p> <p>23 insurance, correct?</p> <p>24 A Meeting? I referenced this in my</p> <p>25 meeting with Kevin Olive? I'm not sure.</p>	<p style="text-align: right;">Page 253</p> <p>1 William Whitman - Confidential</p> <p>2 A "Description of Coverage," yes, I see</p> <p>3 that.</p> <p>4 Q Okay. Can you read for me what it</p> <p>5 says about how this plan works?</p> <p>6 A "This plan works. You start with a</p> <p>7 plan premium and death benefit. You may change</p> <p>8 either in the future subject to policy provisions.</p> <p>9 When you pay premiums, we deduct a 5 percent expense</p> <p>10 charge. The rest is added to the account value.</p> <p>11 From this account value, we deduct" each -- "we</p> <p>12 deduct each month: A, the current cost of</p> <p>13 insurance, including the charges for any riders; and</p> <p>14 B, a monthly expense charge of \$5. Account value</p> <p>15 earns interest at the current interest rate, but"</p> <p>16 low -- "but a lower rate may be credited to an</p> <p>17 account value which you have borrowed. Surrender</p> <p>18 charges apply. The company sets the current cost of</p> <p>19 insurance rates, which will never be more than the</p> <p>20 maximum rates in the policy, and declares the</p> <p>21 current interest rate, which will never be less than</p> <p>22 the guaranteed 4 percent rate. The current rates</p> <p>23 may be changed at any time. This policy is</p> <p>24 participating, but no dividends are anticipated."</p> <p>25 Q So reading the description of coverage</p>

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<p>1 William Whitman - Confidential</p> <p>2 in the illustration which you signed, it explains</p> <p>3 what deductions are taken each month, correct?</p> <p>4 A It says that:</p> <p>5 "We deduct a 5 percent expense charge</p> <p>6 and we deduct each month the cost of insurance,</p> <p>7 including the charges for any rider, and a monthly</p> <p>8 expense charge of \$5."</p> <p>9 So a 5 percent expense charge and a</p> <p>10 monthly expense charge of \$5 and the cost of</p> <p>11 insurance and any riders.</p> <p>12 Q And that corresponds to the expenses</p> <p>13 and deductions that were on the annual notices that</p> <p>14 we talked about previously in the deposition,</p> <p>15 correct?</p> <p>16 A I believe those are the charges that</p> <p>17 we talked about on the annual report from before.</p> <p>18 Q In your -- I want to turn now to</p> <p>19 Exhibit Number 5.</p> <p>20 (Exhibit No. Defendant's 5,</p> <p>21 Plaintiff's Answers and Objections to</p> <p>22 Defendant State Farm Life Insurance Company's</p> <p>23 First Set of Interrogatories, Document is</p> <p>24 marked by the reporter for identification.)</p> <p>25 Q And, specifically, page four of</p>	<p>1 William Whitman - Confidential</p> <p>2 MS. DAWSON: Can we take a break,</p> <p>3 please?</p> <p>4 MR. LYTLE: Sure.</p> <p>5 MS. DAWSON: Let's take like a</p> <p>6 five-minute break.</p> <p>7 MR. LYTLE: Okay.</p> <p>8 THE WITNESS: Okay.</p> <p>9 THE VIDEOGRAPHER: Stand by.</p> <p>10 This marks the end of media unit</p> <p>11 number seven. We are off the record at</p> <p>12 6:13 p.m.</p> <p>13 (A break is taken.)</p> <p>14 THE VIDEOGRAPHER: This marks the</p> <p>15 beginning of media unit number eight. We are</p> <p>16 back on the record at 6:28 p.m.</p> <p>17 CONTINUED DIRECT EXAMINATION</p> <p>18 BY MS. DAWSON:</p> <p>19 Q Mr. Whitman, did you apply for any</p> <p>20 other life insurance and been turned down?</p> <p>21 A I don't believe so.</p> <p>22 Q Your wife, Stephanie Whitman, has term</p> <p>23 life insurance with State Farm; is that correct?</p> <p>24 A Yes, I believe so.</p> <p>25 Q Do you or your wife have any</p>
Page 255	Page 257
<p>1 William Whitman - Confidential</p> <p>2 Exhibit Number 5, in answer to interrogatory number</p> <p>3 3, which asked about "insurance agents, financial</p> <p>4 advisors, professionals with whom you have consulted</p> <p>5 about the purchase of life insurance or from whom</p> <p>6 you have purchased life insurance," you listed</p> <p>7 Elliot Evans.</p> <p>8 Who is Elliot Evans?</p> <p>9 A Elliot Evans is a -- I believe he's a</p> <p>10 financial person who works for Edwards Jones --</p> <p>11 Edward Jones.</p> <p>12 Q And what did you discuss with</p> <p>13 Elliot Evans regarding your State Farm universal</p> <p>14 life insurance policy?</p> <p>15 A I don't remember specifics. But I did</p> <p>16 sit down with him to talk about financial matters,</p> <p>17 and -- and I -- and I do believe I brought up life</p> <p>18 insurance needs.</p> <p>19 Q In what year did you speak with</p> <p>20 Elliot Evans?</p> <p>21 A Around 2013.</p> <p>22 Q Did Mr. Evans give you any</p> <p>23 recommendations or suggestions of what you should</p> <p>24 do?</p> <p>25 A No, not that I recall.</p>	<p>1 William Whitman - Confidential</p> <p>2 complaints regarding the term life insurance that</p> <p>3 she has with State Farm?</p> <p>4 MR. LYTLE: Object to the form.</p> <p>5 A We haven't discussed it.</p> <p>6 Q Do you believe that you are receiving</p> <p>7 the benefits to which you are entitled under the</p> <p>8 term life insurance with State Farm?</p> <p>9 MR. LYTLE: Object to the form.</p> <p>10 A Can you repeat the question, please?</p> <p>11 Q Sure.</p> <p>12 MS. DAWSON: Can the court reporter</p> <p>13 read the question?</p> <p>14 (Reporter read back pending question.)</p> <p>15 MR. LYTLE: Same objection.</p> <p>16 A I have no reason to doubt it.</p> <p>17 Q Have you ever been a class</p> <p>18 representative in a class action lawsuit before?</p> <p>19 A No.</p> <p>20 Q How did you become a class</p> <p>21 representative in this lawsuit?</p> <p>22 A I approached the attorneys to find out</p> <p>23 if I had a -- had been wronged by State Farm, and I</p> <p>24 think they --</p> <p>25 MR. LYTLE: I'm going to caution the</p>

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<p style="text-align: right;">Page 258</p> <p>1 William Whitman - Confidential</p> <p>2 witness at this point not to disclose anything</p> <p>3 that you've discussed with counsel.</p> <p>4 Q How did you get the name of the</p> <p>5 attorneys who are representing you today?</p> <p>6 A I believe James Hunt mentioned that --</p> <p>7 mentioned the attorney.</p> <p>8 Q Did James Hunt give you specific names</p> <p>9 of attorneys to contact?</p> <p>10 A I don't recall.</p> <p>11 Q You said -- I think I heard you say</p> <p>12 James Hunt is how you got the names of the attorneys</p> <p>13 who are representing you today.</p> <p>14 Is that correct?</p> <p>15 A He may have given --</p> <p>16 MR. LYTLE: Object to the form.</p> <p>17 A He may have given me the law office.</p> <p>18 I don't know if he gave me names of attorneys.</p> <p>19 Q When did you first consult with an</p> <p>20 attorney about your State Farm universal life</p> <p>21 insurance policy?</p> <p>22 MR. LYTLE: And, Mr. Whitman, again,</p> <p>23 the question is: When did you consult?</p> <p>24 I -- I don't believe that Ms. Dawson</p> <p>25 is asking for any communications or content of</p>	<p style="text-align: right;">Page 260</p> <p>1 William Whitman - Confidential</p> <p>2 A I hired the attorneys to -- to help</p> <p>3 sort that out. I think it's in the complaint.</p> <p>4 Q Well, what do you think, as a</p> <p>5 policyholder who has taken loans and withdrawals and</p> <p>6 had deductions taken -- what -- what is it that you</p> <p>7 think State Farm should have done in connection with</p> <p>8 your universal life insurance policy?</p> <p>9 MR. LYTLE: Object to the form.</p> <p>10 A I -- I think I'm counting on my</p> <p>11 attorneys to sort that out.</p> <p>12 Q Do you understand that the insurance</p> <p>13 industry is regulated by state insurance</p> <p>14 commissioners?</p> <p>15 MR. LYTLE: Object to the form.</p> <p>16 A Yeah, I think I understand that.</p> <p>17 Q Have you ever complained to a state</p> <p>18 insurance regulator regarding State Farm and the</p> <p>19 universal life insurance policy?</p> <p>20 A No.</p> <p>21 Q Why not?</p> <p>22 A I don't know exactly, but it didn't</p> <p>23 occur to me.</p> <p>24 Q I want you to look at what has been</p> <p>25 marked as Defendant's Exhibit Number 4 in your</p>
<p style="text-align: right;">Page 259</p> <p>1 William Whitman - Confidential</p> <p>2 communications with counsel. But I'll caution</p> <p>3 you as you -- you answer these types of</p> <p>4 questions not to disclose that information</p> <p>5 pursuant to the attorney/client privilege.</p> <p>6 So the question is:</p> <p>7 When did you first consult?</p> <p>8 A After the evaluation that James Hunt</p> <p>9 did.</p> <p>10 Q Did you consult with any other lawyers</p> <p>11 other than the attorneys who are representing you</p> <p>12 here today?</p> <p>13 A Yes, I have consulted with other</p> <p>14 lawyers.</p> <p>15 Q In connection with the State Farm</p> <p>16 universal life insurance policy?</p> <p>17 A No, I don't believe so.</p> <p>18 Q Okay. What do you expect to recover</p> <p>19 if you win this lawsuit?</p> <p>20 A I don't know.</p> <p>21 Q What is it that you believe State Farm</p> <p>22 ought to do and has not done in connection with your</p> <p>23 State Farm universal -- universal life insurance</p> <p>24 policy?</p> <p>25 MR. LYTLE: Object to the form.</p>	<p style="text-align: right;">Page 261</p> <p>1 William Whitman - Confidential</p> <p>2 notebook.</p> <p>3 A Okay.</p> <p>4 (Exhibit No. Defendant's 4, Second</p> <p>5 Amended Class Action Complaint is marked by</p> <p>6 the reporter for identification.)</p> <p>7 Q Have you seen this document before?</p> <p>8 A Yes.</p> <p>9 Q What is it?</p> <p>10 A It's the complaint in this case.</p> <p>11 Q And in the complaint it's alleged that</p> <p>12 State Farm engaged in unfair and deceptive conduct.</p> <p>13 I want to understand:</p> <p>14 What do you say State Farm did that</p> <p>15 was "unfair and deceptive"?</p> <p>16 MR. LYTLE: I object to the form of</p> <p>17 the question.</p> <p>18 A I think it's here in the complaint. I</p> <p>19 rely on the attorneys to -- to help to sort that</p> <p>20 out, and I think that's the subject of the case.</p> <p>21 Q Would you agree that, if a State Farm</p> <p>22 agent provided information to a policyholder</p> <p>23 regarding the cost of insurance rates and that</p> <p>24 profits, expenses, other information was loaded into</p> <p>25 those costs of insurance rates, and that customer</p>



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<p style="text-align: right;">Page 262</p> <p>1 William Whitman - Confidential</p> <p>2 was aware of that and nonetheless decided to</p> <p>3 purchase the policy, would you agree that that</p> <p>4 particular customer has not been harmed?</p> <p>5 MR. LYTLE: Object to the form of the</p> <p>6 question. Calls for a legal conclusion.</p> <p>7 <b>A I -- I don't know. I'm not an</b></p> <p>8 <b>attorney. I don't know. There's a lot in that.</b></p> <p>9 Q Do you know whether or not your cost</p> <p>10 of insurance rates ever went down during the time</p> <p>11 that you had your State Farm universal life</p> <p>12 insurance policy?</p> <p>13 <b>A I -- I don't think I -- I don't think</b></p> <p>14 <b>I know. I don't think I have specifics on the cost</b></p> <p>15 <b>of insurance; or I don't know them off the top of my</b></p> <p>16 <b>head for sure.</b></p> <p>17 Q During the life of your policy, you</p> <p>18 were guaranteed a 4 percent interest rate at a</p> <p>19 minimum -- like you would at a minimum get 4 percent</p> <p>20 interest guaranteed.</p> <p>21 Do you recall that?</p> <p>22 <b>A I believe I did read that somewhere in</b></p> <p>23 <b>the policy.</b></p> <p>24 Q And during the life of your policy,</p> <p>25 did you ever earn more than 4 percent interest?</p>	<p style="text-align: right;">Page 264</p> <p>1 William Whitman - Confidential</p> <p>2 MR. LYTLE: Yep.</p> <p>3 THE VIDEOGRAPHER: Okay. This marks</p> <p>4 the end of media unit number eight and</p> <p>5 concludes the deposition of William Whitman.</p> <p>6 We are off the record at 6:38 p.m.</p> <p>7 (The deposition concluded at</p> <p>8 6:38 p.m.)</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>
<p style="text-align: right;">Page 263</p> <p>1 William Whitman - Confidential</p> <p>2 MR. LYTLE: Object to the form.</p> <p>3 <b>A I don't recall.</b></p> <p>4 Q And if you did earn more than</p> <p>5 4 percent interest on your policy, you would agree</p> <p>6 that would be a benefit to you, correct?</p> <p>7 MR. LYTLE: Object to the form.</p> <p>8 <b>A I think any -- earning any interest on</b></p> <p>9 <b>any policy or any account would be a benefit to me.</b></p> <p>10 MR. LYTLE: Counsel, I -- I have us</p> <p>11 now slightly over seven hours. We're -- we're</p> <p>12 willing to give you a little bit of a leeway</p> <p>13 here; but, if you can give me some indication</p> <p>14 of -- of how much additional time you may</p> <p>15 need -- it's after 6:30 there for Mr. Whitman.</p> <p>16 So if you could let me know what --</p> <p>17 what we're looking at.</p> <p>18 MS. DAWSON: No. I'm happy to end the</p> <p>19 deposition. I expected the court reporter</p> <p>20 to -- to say something. So if my seven hours</p> <p>21 are up, my seven hours are up. That's fine.</p> <p>22 MR. LYTLE: Okay.</p> <p>23 THE VIDEOGRAPHER: Should I take us</p> <p>24 off the record?</p> <p>25 MS. DAWSON: Yes, that's fine.</p>	<p style="text-align: right;">Page 265</p> <p>1</p> <p>2 J U R A T</p> <p>3</p> <p>4 I DO HEREBY CERTIFY that I have read the</p> <p>5 foregoing transcript of my deposition testimony.</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10 SWORN TO AND SUBSCRIBED</p> <p>11 BEFORE ME THIS</p> <p>12 DAY OF 2021</p> <p>13 -----</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>



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<p>1</p> <p>2 I N D E X</p> <p>3</p> <p>4</p> <p>5 WITNESS DIRECT CROSS</p> <p>6</p> <p>7</p> <p>8 WILLIAM WHITMAN</p> <p>9</p> <p>10 BY MS. DAWSON 7</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>	<p>1</p> <p>2</p> <p>3 Exhibit No. Defendant's 12, 9/23/03 Check 188</p> <p>4 to William Whitman from State Farm, Bates</p> <p>5 Nos. SFLIC-W 207288 to 289, Document</p> <p>6 Exhibit No. Defendant's 13, 10/27/04 191</p> <p>7 Check to William Whitman from State Farm,</p> <p>8 Bates No. SFLIC-W 207166, Document</p> <p>9 Exhibit No. Defendant's 14, 1/27/06 Check 192</p> <p>10 to William Whitman from State Farm, Bates</p> <p>11 No. SFLIC-W 207165, Document</p> <p>12 Exhibit No. Defendant's 15, email chain, 192</p> <p>13 top email dated 1/26/2010 from Monica</p> <p>14 Flory to Bill W.; Subject: Bill Whitman</p> <p>15 email, Bates Nos. Bates Nos. PLTF-WHITMAN</p> <p>16 329 to 330, Document</p> <p>17 Exhibit No. Defendant's 16, 1/25/10 Check 193</p> <p>18 to William Whitman from State Farm, Bates</p> <p>19 No. SFLIC-W 207164, Document</p> <p>20 Exhibit No. Defendant's 17, 2/21/05 State 197</p> <p>21 Farm Statement to William Whitman, Bates</p> <p>22 Nos. Bates Nos. SFLIC-W 207250 to 260 and</p> <p>23 290 to 291, Document</p> <p>24</p> <p>25 Exhibit No. Defendant's 18, email chain, 201</p> <p>26 top email dated 6/20/2013 from Monica</p> <p>27 Flory to Bill W.; Subject: Life</p> <p>28 Insurance, Bates Nos. PLTF-WHITMAN 487 to</p> <p>29 488, Document</p> <p>30</p> <p>31 Exhibit No. Defendant's 28, January 2011 208</p> <p>32 Email from Bill Whitman to Bill Whitman;</p> <p>33 Subject: Life Insurance, With a Link to</p> <p>34 Evaluatelifeinsurance.Org, Bates Nos.</p> <p>35 PLTF-WHITMAN 310, Document</p> <p>36</p> <p>37 Exhibit No. Defendant's 20, State Farm 212</p> <p>38 Withdrawal Form from Life Insurance</p> <p>39 Policy of William Whitman, dated 4/9/19,</p> <p>40 Bates No. SFLIC-W 207167, Document</p> <p>41</p> <p>42</p> <p>43</p> <p>44</p> <p>45</p>
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<p>1</p> <p>2</p> <p>3 E X H I B I T S</p> <p>4 DOCUMENT REQUESTS</p> <p>5 INSTRUCTIONS NOT TO ANSWER</p> <p>6</p> <p>7</p> <p>8 NUMBER DOCUMENT PAGE</p> <p>9</p> <p>10 Transcript marked confidential 12</p> <p>11 Exhibit No. Defendant's 1, Amended Notice 11</p> <p>12 of Deposition to Plaintiff William T.</p> <p>13 Whitman, Document</p> <p>14 Exhibit No. Defendant's 7, William 94</p> <p>15 Whitman's Application of Life Insurance</p> <p>16 With State Farm, date signed 1/16/01,</p> <p>17 Bates Nos. SFLIC-W 207329 to 241,</p> <p>18 Document</p> <p>19 Exhibit No. Defendant's 8, Medical 105</p> <p>20 Examiner's Report for William T. Whitman,</p> <p>21 dated 1/16/01, Bates No. SFLIC-W 207242,</p> <p>22 Document</p> <p>23 Exhibit No. Defendant's 10, State Farm 110</p> <p>24 Life Insurance Policy for William T.</p> <p>25 Whitman, Policy Date January 16, 2001,</p> <p>26 Bates Nos. PLTF-WHITMAN 1 to 12, Document</p> <p>27 Exhibit No. Defendant's 11, State Farm 157</p> <p>28 Annual Notices of Policy Status for</p> <p>29 William T. Whitman, first page from</p> <p>30 1/16/01 to 1/15/02, Bates Nos. SFLIC-W</p> <p>31 207168 to last page Bates No. 207271,</p> <p>32 74-page Document</p> <p>33</p> <p>34</p> <p>35</p>	<p>1</p> <p>2</p> <p>3 Exhibit No. Defendant's 21, email dated 215</p> <p>4 3/10/2010 from Tamara Guthrie to</p> <p>5 amazingbill@gmail.com; Subject:</p> <p>6 Allstate, Bates No. PLTF-WHITMAN 92,</p> <p>7 Document</p> <p>8 Exhibit No. Defendant's 22, email dated 216</p> <p>9 1/4/2011 from Bill W. To Stephanie</p> <p>10 Whitman; Subject: Dependent Eligibility</p> <p>11 Requirements, Bates No. PLTF-WHITMAN 138,</p> <p>12 Document</p> <p>13 Exhibit No. Defendant's 23, email dated 218</p> <p>14 9/7/2018 from Jacquilyn M. To Bill</p> <p>15 Whitman; Subject: Amica insurance, Bates</p> <p>16 No. PLTF-WHITMAN 93, Document</p> <p>17</p> <p>18 Exhibit No. Defendant's 24, email dated 219</p> <p>19 6/17/2019 from David Tice to Bill</p> <p>20 Whitman; Subject: Amica Life -</p> <p>21 Appointment Confirmation, Bates No.</p> <p>22 PLTF-WHITMAN 94, Document</p> <p>23</p> <p>24 Exhibit No. Defendant's 25, email dated 220</p> <p>25 1/10/2019 from Fidelity Life to Bill</p> <p>26 Whitman; Subject: Welcome to your Term</p> <p>27 Life Insurance 3HWP, Bates No.</p> <p>28 PLTF-WHITMAN 50, Document</p> <p>29</p> <p>30 Exhibit No. Defendant's 26, email dated 221</p> <p>31 8/23/2019 from Fidelity Life to Bill</p> <p>32 Whitman; Subject: Welcome to your term</p> <p>33 life insurance offer, Bates No.</p> <p>34 PLTF-WHITMAN 51, Document</p> <p>35 Exhibit No. Defendant's 27, email dated 221</p> <p>36 3/23/2010 from Bill Whitman to Nick</p> <p>37 Parodi; Subject: Life Insurance</p> <p>38 Reference, Bates No. PLTF-WHITMAN 486,</p> <p>39 Document</p> <p>40</p> <p>41</p> <p>42</p> <p>43</p> <p>44</p> <p>45</p>

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<p>1 2 3 Exhibit No. 29, email dated 4/8/2019 from 228 Bill Whitman to Bill Whitman; Subject: 4 Life Insurance Evaluations, Bates No. PLTF-WHITMAN 309, Document 5 6 Exhibit No. Defendant's 30, email chain, 229 top email dated 4/30/2019 from Bill W. To 7 Gary Gover; Subject: Whitman - State Farm Universal Life Discussion, with 8 attachment, Bates Nos. PLTF-WHITMAN 221 to 222, Document 9 Exhibit No. Defendant's 31, CFA's Rate of 241 Return Service for State Farm, Policy of 10 William Whitman, Analysis prepared by James Hunt, Bates No. PLTF-WHITMAN 223, 11 Document 12 Exhibit No. Defendant's 32, Consumer 242 Federation of America Insurance Group, 13 Rates of Return on Cash Value of Life Insurance Policies, Report by James Hunt, 14 Bates Nos. PLTF-WHITMAN 224 to 227, Document 15 16 Exhibit No. Defendant's 37, email chain, 243 top email dated 4/28/2019 from Bill Whitman to Gary Gover; Subject: 17 Documents, Bates Nos. PLTF-WHITMAN 336 to 346, Document 18 19 Exhibit No. Defendant's 35, Bill Whitman 246 Bullet Point Planning Review, June 28th, 20 2019, Bates Nos. PLTF-WHITMAN 498 to 509, Document 21 Exhibit No. Defendant's 36, Document, 250 "The advisor's insurance advisor," 22 relating to Low Load Insurance Services, Bates Nos. PLTF-WHITMAN 311 to 314, 23 Document 24 25</p>	<p>1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25</p> <p>CERTIFICATE</p> <p>I, TAB PREWETT, A Registered Professional Reporter, Notary Public, Certified LiveNote Reporter, and Certified Shorthand Reporter, do hereby certify that prior to the commencement of the examination WILLIAM WHITMAN was sworn via Zoom videoconference by the remote notary public to testify to the truth, the whole truth, and nothing but the truth.</p> <p>I DO FURTHER CERTIFY that the foregoing is a true and accurate transcript of the testimony as taken stenographically by and before me at the time, place and on the date hereinbefore set forth.</p> <p>I DO FURTHER CERTIFY that I am neither a relative nor employee nor attorney nor counsel of any of the parties to this action, and that I am neither a relative nor employee of such attorney or counsel, and that I am not financially interested in the action.</p> <p><u>TAB Prewett</u></p> <p>Notary Public</p> <p>Dated: March 4, 2021</p>
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<p>1 2 3 Exhibit No. Defendant's 9, Life Insurance 251 Illustration for William T. Whitman by 4 State Farm Insurance, dated 1/16/01, Bates Nos. SFLIC-W 207272 to 287, 5 Document 6 Exhibit No. Defendant's 5, Plaintiff's 254 Answers and Objections to Defendant State 7 Farm Life Insurance Company's First Set of Interrogatories, Document 8 9 Exhibit No. Defendant's 4, Second Amended 261 Class Action Complaint 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25</p>	

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